

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

Sam M. Gibbons U.S. Courthouse
Office of the Clerk
801 North Florida Avenue
Tampa, FL 33602
(813) 301-5400
www.flmd.uscourts.gov

Elizabeth M. Warren
Clerk of Court

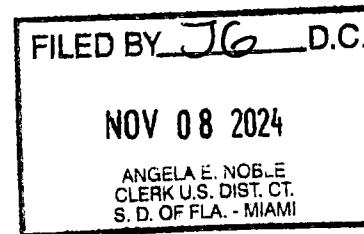
Kristin Esposito
Tampa Division Manager

November 6, 2024

Clerk's Office
400 North Miami Avenue
Miami, FL 33128
(305) 523-5100

Ref.: 1:24-CV-23015-SC

Wilkie D. Ferguson, Jr. U.S. Courthouse:



To whom it may concern;

Included in this mailing is case information (envelopes included) relating to 1:24-cv-23015-SC. We understand it was sent to the Tampa office but believe it was intended for the Southern District for filing. Thank you, and please let our Clerks Office know if there is anything additionally you need from us.

ELIZABETH M. WARREN, CLERK

By: s/J. Bardak, Deputy Clerk

NOV 6 2024 PMB:99
DODD - JUST - 1000 - 1000 - TPAIN THE CIRCUIT/COUNTY COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

DIVISION	APPLICATION FOR DETERMINATION OF CIVIL INDIGENT STATUS	CASE NUMBER
CIVIL		

Mack Wells
Plaintiff/Petitioner or in the Interest Of*J. S. Bank*
VS. Defendant/Respondent

Notice to Applicant: If you qualify for Civil Indigence you must enroll in the Clerk's Office payment plan and pay a one-time administrative fee of \$25.00. This fee shall not be charged for Dependency or Chapter 39 Termination of Parental Rights actions.

- I have dependents. (Include only those persons you list on your U.S. Income tax return.) Are you married? Yes No
Does your Spouse Work? Yes No Annual Spouse Income? \$ *104*
- I have a net income of \$ *810.00* paid weekly bi-weekly semi-monthly monthly yearly Other
(Net income is your total income including salary, wages, bonuses, commissions, allowances, overtime, tips and similar payments, minus deductions required by law and other court ordered payments, such as child support.)
- I have other income paid weekly bi-weekly semi-monthly monthly yearly Other (Circle "Yes" and fill in the amount if you have this kind of income, otherwise circle "No")

Second Jobs
Social Security Benefits
For you
For child(ren)
Unemployment Compensation
Union Payments
Retirement/Pensions

Yes \$ _____ No Veterans' Benefit
Workers' Compensation
Income from absent family members
Stock/Bonds
Rental Income
Dividends or Interest

Yes \$ _____ No
Yes \$ _____ No

Other kinds of income not on the list
Gifts
Trusts

Yes \$ _____ No
Yes \$ _____ No
Yes \$ _____ No

I understand that I will be required to make payments for fees and costs to the clerk in accordance with s. 57.082(5), Florida Statutes, as provided by law, although I may agree to pay more if I choose to do so.

- I have other assets: (Circle "yes" and fill in the value of the property, otherwise circle "No")

Cash Yes \$ _____ No
Bank Account(s) Yes \$ *100.00* No
Certificates of Deposit or Money Market Accounts Yes \$ _____ No
Boats* Yes \$ _____ No

Savings Account
Stocks/Bonds
Homestead Real Property*
Motor Vehicle*
Non-Homestead Real Property/Real Estate*

Yes \$ _____ No
Yes \$ _____ No
Yes \$ _____ No
Yes \$ _____ No
Yes \$ _____ No

* Show loans on these assets in paragraph 5.

Check one: I DO or DO NOT expects to receive more assets in the near future. The assets are/is _____

- My total liabilities and debts are as follows:

Motor Vehicle \$ *0*, Home \$ *300,000.00*, Other Real Property \$ *0*, Child Support (paid directly) \$ *0*
Credit Cards \$ *0*, Medical Bills \$ *0*, Cost of Medicines (monthly) \$ *0*, Other \$ *0*.
Total \$ *300,000.00*

- I have a private lawyer in this case Yes No

A person who knowingly provides false information to the Clerk or the Court in seeking a determination of Indigent status under s. 57.082, F.S., commits a misdemeanor of the first degree, punishable as provided in s. 775.082, F.S. or 775.083, F.S. I attest that the information I have provided on this application is true and accurate to the best of my knowledge.

Signed this 1 day of Nov., 2024.

Mack Wells
Signature of Applicant for Indigent Status

Date of Birth 6/25/57

Print Full Legal Name: MACK WELLS

Driver's license or ID number W420-552-57226

Address: 15070 S. River Dr. Miami

City, State, Zip Code: Miami FL 33167

Phone Number: 786-344-0498

CLERK'S DETERMINATION

Based on the information in this Application, I have determined the applicant to be Indigent Not Indigent, according to s. 57.082, F.S.

Dated this _____ day of _____, 20_____.

Clerk of the Circuit Court

This form was completed with the assistance of:

Clerk/Deputy Clerk/Other authorized person

APPLICANTS FOUND NOT TO BE INDIGENT MAY SEEK REVIEW BY A JUDGE BY ASKING FOR A HEARING TIME.

THERE IS NO FEE FOR THIS REVIEW.

Sign here if you want the Judge to review the clerk's decision of not Indigent: _____

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

MACK WELLS and
MAURICE SYMONETTE,

Plaintiff,

v.

Case No.: 1:24-cv-23015-SC

U.S. BANK N.A. ET AL.,

Defendants.

OPINION AND ORDER

Before the Court are two Motions to Dismiss. One is filed by Judges Spencer Eig and Vivianne Del Rio ("State Defendants"). (Doc. 4). A second is filed by Judges Jose E. Martinez and Eduardo Sanchez as well as Mary Ann Casale, and AUSA Jonathan Bailyn ("Federal Defendants"). (Doc. 7). Defendant U.S. Bank, N.A. (Doc. 10) and Defendant Juan Fernandez-Barquin (Doc. 19) join both Motions. Plaintiffs, proceeding pro se, have failed to respond to either Motion timely.

Plaintiffs' Complaint consists of mostly jumbled ramblings, so it is hard to pinpoint exactly what they are alleging occurred. But from what the Court can gather, this action is just another in a string of frivolous cases brought by Plaintiffs. In short, Plaintiffs wish to void a foreclosure sale of real property that took place almost a year ago. Plaintiffs first tried and failed at the state

court to accomplish this goal. When that failed, they concocted a narrative about how the state court judiciary and various other parties are in the pockets of U.S Bank, and that all those involved conspired to take Plaintiffs' property.

Given this purported conspiracy, Plaintiffs brought an action in federal court against U.S. Bank and its "co-conspirators" in another attempt to void the foreclosure. *See Wells et al. v. U.S. Bank, N.A. et al.*, 1:23-cv-22640-JEM. They have been unsuccessful to date.¹ However, Plaintiffs are not ones to give up.

In their view, the adverse rulings by U.S. District Judge Jose Martinez and U.S. Magistrate Judge Eduardo Sanchez meant only one thing: these judges must also be part of the conspiracy. So they now bring this case² seeking to void the foreclosure alleging fraud and conspiracy involving, among others, U.S. Bank, two federal judges, two state judges, a court reporter, the Miami-Dade County Clerk of Court, and an Assistant United States Attorney!

This is not a unique case for Plaintiffs. To the contrary, they are serial filers of frivolous lawsuits, and their *modus operandi* appears to be actions seeking to either prevent or reverse a foreclosure. *See Symonette et al. v. Aurora*

¹ This case is still open, but it is stayed. Before the stay, the court denied Plaintiffs' Emergency Motion to Void Foreclosure Sale in Violation for Sanctions Against U.S. Bank for Violating Federal Stay and Willful Contempt in Violation of 28 U.S. Code SS 1446(d) and to Void Sale Because of Forgery and Fraud, Emergency Motion for to Void Sale for Violation of Notice of Removal Stay Using Forgery and Fraud, and Emergency Motion for to Void Sale for Violation of Notice of Removal Stay Using Forgery and Fraud. *See Wells et al. v. U.S. Bank, N.A. et al.*, 1:23-cv-22640-JEM, Docs. 55, 63.

² Plaintiffs originally filed in state court, but the Federal Defendants removed it here under 28 U.S.C. §§ 1442(a)(1) and (3).

Loan Services, LLC, 1:12-cv-21980-MGC, Doc. 39 (S.D. Fla. Aug. 1, 2012)

(dismissing case involving foreclosure proceeding for repeated failure to comply

with court orders); *Symonette et al. v. Boss Grp. Ministries*, 1:13-cv-23017-UU,

Doc. 4 (S.D. Fla. Aug. 26, 2013) (dismissing plaintiffs' shotgun pleading that

"seems to entail the same transaction (foreclosure) at issue in an earlier-filed

suit dismissed by this Court"); *Wells et al. v. Am. Hom Mortg. Services, Inc. et*

al. 1:13-cv-23240-WJZ (S.D. Fla. Nov. 20, 2013) (recommending dismissal of

plaintiffs' attempt to prevent foreclosure of property on *Younger*-abstention grounds); *Symonette et al. v. JP Morgan Chase Bank*, 0:13-cv-61554-JJC, Doc. 47 (S.D. Fla. Jan. 15, 2014) (dismissing case involving "a lengthy and oft-

delayed foreclosure proceeding" on shotgun pleading grounds); *Symonette et al. v. JP Morgan Chase Bank*, 0:13-cv-60834-RNS, Docs. 5, 8 (S.D. Fla. February

21, 2014) (dismissing complaint seeking to halt an ongoing foreclosure process

in state court under the *Younger* abstention and *Rooker-Feldman* doctrines);

Symonette et al. v. Aurora Loan Services, LLC, 1:13-cv-24142-PCH, Doc. 25

(S.D. Fla. July 1, 2014) (dismissing case seeking to attack foreclosure judgment

and observing "Plaintiffs' history of abusive litigation tactics" and "apparent

lack of validity to any of Plaintiffs' claims"); *Symonette et al. v. Littlejohn*, 1:13-

cv-23220-MGC, Doc. 22 (S.D. Fla. Sept. 30, 2014) (dismissing claims "related

to a state court foreclosure judgment" under the *Rooker-Feldman* doctrine);

Symonette et al. v. Indy Mac Bank et al., 1:18-cv-23615-CMA, Doc. 9 (S.D. Fla.

Sept. 28, 2018) (dismissing “quintessential shotgun pleading” that was “replete with conclusory and vague facts” and “a rambling incoherent grouping of claims against a state court judge, state court clerk of court, and several banks and financial institutions, regarding the foreclosure of Plaintiffs’ property”); *Wells et al. v. U.S. Bank, N.A. et al.*, 1:23-cv-22640-JEM, Docs. 55, 63 (S.D. Fla. July 2, 2024) (rejecting plaintiffs’ attempts to void the foreclosure sale); *Wells et al. v. U.S. Bank, N.A.*, 1:24-cv-22532-RAR, Doc. 6 (S.D. Fla. July 8, 2024) (dismissing complaint that alleges conspiracy involving the Governor and the Miami-Dade County Clerk of Court on shotgun pleading grounds and lack of jurisdiction).³ Given Plaintiffs’ extensive litigation history, one would expect they are now well-versed in the pleading standards. Not so.

Although the Motions to Dismiss raise multiple bases for dismissal, the Court focuses on one: shotgun pleading. Together, Rules 8 and 10 lay out the minimum pleading requirements. A complaint must have “a short and plain statement of the claim showing that the pleader is entitled to relief.” Fed. R. Civ. P. 8(a)(2). And each “party must state its claims or defenses in numbered paragraphs, each limited as far as practicable to a single set of circumstances.” Fed. R. Civ. P. 10(b). Violations of these rules sometimes create confusing

³ To state the obvious, this list does not delve into the various state-court cases Plaintiffs have filed over the years.

complaints, known as "shotgun pleadings." *Weiland v. Palm Beach Cnty. Sheriff's Office*, 792 F.3d 1313, 1322-23 (11th Cir. 2015).

The Eleventh Circuit has identified four categories of shotgun pleadings:

(1) a complaint "containing multiple counts where each count adopts the allegations of all preceding counts"; (2) a complaint that is "replete with conclusory, vague, and immaterial facts not obviously connected to any particular cause of action"; (3) a complaint that does not separate each cause of action or claim for relief into a different count; and (4) a pleading which asserts "multiple claims against multiple defendants without specifying which of the defendants are responsible for which acts or omissions, or which of the defendants the claim is brought against." *Id.* at 1321-23. Ultimately, the common theme of all shotgun pleadings is that "they fail in one degree or another, and in one way or another, to give the defendants adequate notice of the claims against them and the grounds upon which each claim rests." *Id.* at 1323. Such is the case here.

The Complaint is made up of incoherent, ambiguous, and unorganized ramblings about how various state and federal officials are being paid off by U.S. Bank (and several other banks that are not party to the case) simply to deprive Plaintiffs of their property. At other points, Plaintiffs go on unhinged tangents about unrelated matters, such as that Plaintiff Symonette is a prince because his grandfather was the first Black Prime Minister of the Bahamas;

that they have conducted fundraisers for Republican politicians on their four-story, eighty-foot yacht; that some Defendants are plotting to kill them; and that Wachovia Bank is a “slave master of black people.” (Doc. 1-3 at 30, 31, 33, 34). The Complaint is not broken into separate paragraphs and largely consists of run-on sentences. And while there are buzzwords throughout, such as “conspiracy” and “fraud,” there is no actual cause of action or claim asserted against any Defendant. Put simply, there is no way that the Defendants could be expected to formulate a response to such mumbo jumbo. *See Beckwith v. BellSouth Telecommunications Inc.*, 146 F. App’x 368, 371 (11th Cir. 2005) (“The failure to identify claims with sufficient clarity to enable the defendant to frame a responsive pleading constitutes a ‘shotgun pleading.’”).

No doubt Plaintiffs’ Complaint is a shotgun pleading. But the question remains whether the Court should grant them leave to amend. On the one hand, courts hold the pleadings of pro se litigants, like Plaintiffs, to a less stringent standard than pleadings drafted by attorneys. *Tannenbaum v. United States*, 148 F.3d 1262, 1263 (11th Cir. 1998). And courts normally grant leave to amend when there is a chance the pro se litigant can allege a plausible claim for relief. *See Bell v. Fla. Highway Patrol*, 325 F. App’x 758, 760 (11th Cir. 2009). But this leniency has its limits. For instance, “where a litigant has a history of bringing vexatious, or unmeritorious litigation, a court may consider that history in assessing whether a claim should be dismissed and

leave to amend should be granted.” *Clervraint v. Lee*, No. 6:21-MC-108-WWB-LRH, 2022 WL 2306847, at *3 (M.D. Fla. Jan. 19, 2022), *report and recommendation adopted sub.nom.* 2022 WL 2306725 (Mar. 29, 2022) (citing *Miller v. Donald*, 541 F.3d 1091, 1101 (11th Cir. 2008)). Such is the case here.

As discussed earlier, plaintiffs are no strangers to federal court or litigation. In fact, they file practically the same case repeatedly—to void a state foreclosure action based on fraud and conspiracy. Their cases have been frequently dismissed on shotgun pleading grounds. This one is no different.

Given Plaintiffs’ borderline vexatious-litigation history and their recurring inability to craft a coherent pleading, Plaintiffs’ claims are dismissed with prejudice. Cf. *Smith v. DeSantis*, No. 4:22-CV-176-AW-MAF, 2022 WL 2806549, at *4 (N.D. Fla. June 9, 2022), *report and recommendation adopted as modified*, 2022 WL 2803654 (July 18, 2022); *Emrit v. Universal Music Grp.*, No. 8:19-CV-2562-T-33SPF, 2020 WL 4751446, at *7 (M.D. Fla. Aug. 17, 2020), *aff’d*, 833 F. App’x 333 (11th Cir. 2021).

Accordingly, it is now

ORDERED:

1. Defendants Judge Spencer Eig and Judge Vivianne Del Rio’s Motion to Dismiss (Doc. 4) is GRANTED.

2. Defendants Judge Jose E. Martinez, Judge Eduardo Sanchez, Mary Ann Casale, and AUSA Jonathan Bailyn's Motion to Dismiss (Doc. 7) is **GRANTED**.
3. Plaintiffs' Complaint is **DISMISSED** with prejudice.
4. The Clerk is **DIRECTED** to deny all pending motions as moot, terminate any deadlines, and close the case.

DONE and **ORDERED** in Miami, Florida on October 4, 2024.


SHERI POLSTER CHAPPELL
UNITED STATES DISTRICT JUDGE

Copies: All Parties of Record

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA

MACK WELLS AND MAURICE SYMONETTE

Case No: 24-cv-23015-SC

Plaintiff/Counter-Defendant

Vs

To the Chief Judge Nushin Sayfie

U.S. BANK N.A., CLERK OF THE COURTS,

In accordance with 18 U.S.C 2382 & 18 U.S.C 4

JUDGE SPENCER EIG, JUDGE VALERIE M SCHURR, JUDGE JOHN SCHLESINGER, JUDGE VIVIAN DELRIO, JUDGE CARLOS LOPEZ, FEDERAL JUDGE JOSE E. MARTINEZ, FEDERAL MAGISTRATE EDUARDO SANCHEZ, FEDERAL PROSECUTOR JOHNATHAN BAILYN, CLERK OF THE COURT JUAN FERNANDEZ-BARQUIN, EVICTION SHERIFF LIEUTENANT FLAVIO QUIROZ, MANAGER OF SHERIFF'S DEPT. JENNIFER, BLANK ROME LLP ATTYS, BROCK & SCOTT, FEDERAL TRANSCRIBER MARY ANN CASALE.

Defendants

**AMENDED BECAUSE OF NEWLY FOUND EVIDENCE
WRIT OF REPLEVIN/ORDER TO SHOW CAUSE FOR FRAUD UPON
THE COURT BY THE JUDGE AND CLERK OF COURT**

COMES NOW, Mack Wells & Maurice Symonette, sui juris, and files this Writ of Replevin/Order to show Cause in accordance with Florida Statutes Chapter 78.055 Complaint; requirements. To obtain an order authorizing the issuance of a writ of replevin prior to final judgment, the plaintiff shall first file with the clerk of the court a complaint reciting and showing the following information:

- (1) A description of the claimed property that is sufficient to make possible its identification and a statement, to the best knowledge, information, and belief of the plaintiff of the value of such property and its location.

**LOT 105, BISCAYNE GARDENS SECTION "F" PART 1, ACCORDING TO THE PLAT THEREOF,
RECORDED IN PLAT BOOK 44, PAGE 46, OF PUBLIC RECORDS OF MIAMI DADE COUNTY,
FLORIDA**

(2) A statement that the plaintiff is the owner of the claimed property or is entitled to possession of it, describing the source of such title or right. If the plaintiff's interest in such property is based on a written instrument, a copy of said instrument must be attached to the complaint. The property which is the subject matter of this action is situated in the County of Dade, State of Florida, and described as follows: 15020 South River Dr. Miami Fl. 33167 that that Leroy Williams owned, Exh. T. 1-4. Leroy Williams Quit Claimed it to James Littlejohn, Leroy Williams and Hoke Williams, Exh. P1. 1 & 2 01/18/13. and they Quit Claimed it to Maurice Symonette by Quick Claim 01/22/2013, Exh. P2. pg. 1 & 2. According to the Quit Claim Deed before the first Lis Pendens was filed without a Complaint being filed (See Docket case# 2007-12407-CA01 which is the same as case# 2010-61928-CA01 according to US Banks Memorandum Exh. L, pg. 1 & 2. Even though the Bonafide Notarized Quit Claim Deed was not Recorded it still is good because recording it is not required to be binding according to Florida Statute 695.01 (2) that Quit Claim was before the fake Lis Pendens done Illegally without a Complaint see Docket filed Q4/30/07 in case# 2007-12407-CA01 pg.1 lines 1-5. And the Second Recorded Quit Claim Deed dated 01/18/2013 to Boss Group Ministries Inc. Exh P1. pg. 1 & 2. Which was Quit Claimed Deeded 01/26/2013 to Maurice Symonette and Mack Wells, Exh. P3 pg. 1 & 2. which was before the second Amended Complaint from U.S. Bank was Filed and approved by Judge Schlesinger see

Docket 2010-61928-CA01 dated 01/13/2015 which by then they knew that the record showed that Boss Group Ministries Inc. was the owner of the property 15020 S. River Dr. Miami Florida Statues 702.01 (A1) (1) which was in a dispute between me and my brothers who are and were the owners of the property but signed it over to Boss Group Ministries Inc. Exh. P1. pg. 1&2 Who had since have done a Bonafide (Notarized) Quit Claim Deed to Maurice Symonette Signed by Maurice Symonette the President of Boss Group Ministries Inc. See Exh. P2. Pg. 1&2 Which means that I Maurice Symonette has a Claim and a Cause of Action against U.S. Bank NA who was noticed of my Claim on the Dade County Records which was before their publication of Foreclosure which by law would have stopped my Claim but the law says if they are notices up to 30 days after publication of the Foreclosure that the claim is still Good Fl. Statutes sub section 73a3.702 (1), and 733.2121 (3)(a) and 733.701 and cause of action with and all of this confusion is because U.S. Bank trickery.

(3) A statement that the property is wrongfully detained by the defendant, the means by which the defendant came into possession thereof, and the cause of such detention according to the best knowledge, information, and belief of the plaintiff. Exh.P1 pg.1 & 2. The Quit Claim Deed filed Jan.18th, 2013 shows that the property was owned by the Brothers and then signed over to Boss Group Ministries. Exh. P1 pg.1 & 2. Then Boss Group Ministries Quit Claimed it to Maurice Symonette Jan.22, 2013, Exh. P2. pg.1 & 2 And then Maurice Symonette Quit Claimed it to Maurice Symonette, Mack Wells and Curtis Mcneal Exh. P3 pg.1 & 2.

(4) A statement that the claimed property has not been taken under execution of attachment against the property of the plaintiff or if so taken that is by law exempt from such taking or for a tax, assessment; or fine pursuant to law. We Swear that the Property has not been taken under execution of attachment or tax, assessment, or fine. It was a Fraudulent Foreclosure.

We ATTEST THAT WE ATTEST THAT ALL FACTS SUBMITTED HEREIN ARE TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND ON OUR OWN ACCORD.

On 04/07/2007, Mortgage Foreclosure was filed and was dismissed with Prejudice by Judge Sarah Zabel on 04/07/2009, Exh. A. in front of witnesses, Exh. V1, V2, and V3 and on our same case #2007-12407-CA01 dated 04/07/10 A year later illegally Judge Valarie Manno Schurr Dismissed the same Case with Prejudice again Deceptively for the same exact same reason, which was due to lack of prosecution 04/07/2011, Exh. B., Judge Valarie Manno Schurr entered order entered on 04/07/2010, all this fraud was done to avoid ILLEGALLY changing Circuit Judge Sarah Zabel's Order by Her Circuit Judge Valarie M. Schurr in violation of Ford v. Calloway, Which says no Circuit Judge can change another Circuit Judge's Order in the same Circuit Court U.S. Bank's only Remedy was to Appeal to Appellate Judges within Thirty Days and they didn't. But then three months later and

2. We have proof that Judge Valarie Manno Schurr conducted hearings and rulings in an ex parte, meaning we were not present when the

3: illegally because only Defendants can have Ex Parte hearings. or you're in Violation of Fl. Stat. 702.07 Nor were we given notice. Nor had any knowledge of those hearings. See Exh.

C. We have proof that after Judge Valerie Manno Schurr illegal void orders were forged with Judge Schurr's Signature an entered on the docket by U.S. Bank's Atty's as whispered to them by her at the zoom hearing that she thought was muted, see: on USB or Gods2.com Vid. 1. Then the Plaintiffs' Attys filed an illegal fraud foreclosure six months later conspiring with criminal acts of Organized Fraud where property is valued at more than \$50,000. See Exh. E.

We have administrative orders from 2008 through 2011, showing Chief Judge Joe Brown never appointed Valerie Manno Schurr over our case that was already closed. See Exh. D.

7. We have proof that Judge Valarie Marino Schurr never entered and signed the orders in this

5. CASE SEE GODS2.COM VIDEO #1. OR USB SUBMITTED AS EVIDENCE.

9. We have proof that the evidence was presented to Judge Valarie Manno Schurr and once she reviewed the evidence, she recused herself from our case. Exh. G.

We have proof within the order recusing Judge Valarie Manno Schurr, where Judge Valarie Manno

Schurr signed and dated her Recusal order and her signature is different from the signatures rendered on her orders of dismissal with prejudice and dismissal without prejudice. Exh. B, C and G. We have proof that Plaintiff's lawyers took and forged our dismissal with prejudice that Judge Sarah Zabel had us to prepare where we personally witnessed her sign our order in her chambers, and the judge signed a duplicate copy for us to keep as a receipt and she had the bailiff to put it on the docket and we have the docket showing that it was placed on the docket April 7th, 2009. We have three witness affidavits to prove this took place. See Exh. V1, V2 and V3.

1. We have proof of the original order Dismissing our case with prejudice In 2009. Exh. A.
2. The ultimate proof of fraud will be the evidence of the fonts used to draft our document are typed different for example the word Defendant(s) in the first line of their paragraph from their LIS PENDENS the letter D is capitalize and the letter s is in parenthesis (s)-Defendant(s), the professional Attorney's way, Exh. M.

3. In our Dismissal with Prejudice that we prepared and gave to Judge Zabel to sign, we wrote our word Defendants with no Parenthesis for the letter s and the D is not Capitalized on the first line of the paragraph in our motion of Dismissal with Prejudice. Example ours is written defendants, Exh. B. In our ORDER OF DISMISSAL WITH PREJUDICE the defendant's Leroy William's name is in lowercase letters but in U.S. Bank's Docketed Documents every time they typed and styled their typed Case the Defendant's name like **LEROY WILLIAMS** is always in **BOLD** letters and in full **CAPITAL** Letters, Exh. M. and N. as opposed to our written Document, Exh. B. The fonts the Plaintiff's attorneys used to duplicate the dismissal with prejudice by taking Judge Sarah Zabel's name off and placing Judge Valerie Manno Schurr's signature on the forged fraudulent dismissal with prejudice. The printed name of Judge Sarah Zabel's name was also taken off and Plaintiffs attorney used a stamped and stamped to the side of the signature of Valarie Marino Schurr. Which is in violation of Florida Statute Chapter 695.26 (1)(c) stating the name is to be printed directly under the signature. Exh. A. We have proof that there was never an original Complaint Filed with the original allonge, note, mortgage and assignment see Docket Case#2007-12407-CA01 line numbers 1-5 we also have proof that when the second Complaint was filed in 2010 it is an extention of the 2007 case where there was no certification or Authorization filed by U.S. Bank see Case#2010-61928-CA01 Docket lines 1-10 in violation of Fl. Stat 702.015 (3)(4) Exh. I. case filed with the certification as required by Fl. Stat. 702.015 (3)&(4). See Exh. I." We have proof that Judge Valarie M. Schurr got financial Benefit from GMAC the servicer of US Bank for \$995,000.00,

which creates a Horrible conflict of interest. This proves motive and conspiracy as to the involvement with our case. See Exh. J and O" We have a recorded Virtual Zoom hearing as evidence to Judge Valerie Schurr's involvement. See USB evidence submitted. Will be provided Monday. See USB. We were defrauded by the Mortgage company by making payments to Axiom Bank two months after they foreclosed, whereas proving they had no Jurisdiction to foreclose our property because payment was made. And we were never given notice of foreclosure. See Exhibit "K".

7. We have proof that the 2007 case is the exact same case as the 2010 case or an extension of the 2007 case up until this date as proof from Plaintiff's Attorneys Memorandum of Law, see Exh. L. Also the Clerk of Court said we never filed an Objection to Sale in the first paragraph second & third Line of the Clerk's issuance of the Certificate of Title., in the Docket line #446, Exh. X. and that's wrong because we did 3 Objections to the Sale as seen on the Docket in Lines 404, 406 & line 407 and even had an Objection to Sale hearing as seen in Line 424 of the 2010 Docket in case # 2010-61928-CA01. So the Clerk did Fraud to speed up the Writ of Possession process to steal our property as you can hear in Symonette's telephone talk with Dade County Eviction Sheriff Flabio A. Quiroz who put a 24 hour notice on gate even though we had a 28 USC § 1446 (d) (b) Federal Notice of Removal Stay which stops all State actions but he lied and said that federal Law does not exist anymore since four years ago but that law was updated

Jan. 24th 2024 as the same Federal stay as always so they violated the Federal Stay illegally, as did the Manager of the Sheriffs Dept. Jennifer who committed a 3rd Degree Felony when they refused us and our Process Server Serving the Eviction Sheriff so that they can claim that know that there was a Stay from Exh. Y1 and Y2. the Federal Notice of Removal, the Color of Law Complaint and the Writ of Replevin Complaint from us and our Process Server, E because they knew it would stop their illegal Eviction which We as Defendants and now Counter-Plaintiffs obtained a Police report to initiate charges for Conspiracy to commit Organized Fraud Florida Statute Chapter 817.034, Official Misconduct 838.022, Violation of Oath of Office, Misprision and Treason. See Exh. Q. the Police Report Case Number PD240614188594.

8. All departments, agencies, and Sheriff Office were given a Demand within this affidavit to Cease and Desist while Operating Under Color of Law to execute any Writ of Possession, any Orders for foreclosure, any Orders for Eviction due to DEPRIVATION OF RIGHTS, CONSPIRACY AGAINST RIGHTS, CRIMES AGAINST HUMANITY, VIOLATION OF OATHS OF OFFICE, DERELICTION OF DUTY, MISPRISION OF FELONY, MISPRISION, TREASON, ORGANIZED FRAUD, FORGERY AND CONSPIRACY ALL UNDER R.I.C.O.)

FACTS

WE HAVE A NOTICE OF REMOVAL STAY THAT HAS BEEN VIOLATED BY U.S. BANK

We filed a Federal Notice of Removal July 14th 2023 in Ft. Lauderdale under case# 23-cv-61345 Filed and labeled Maurice Symonette and Mack Wells Notice of Removal Exh.1A and 1B with the receipt saying that this Case is in the Wrong Venue in Ft. Lauderdale and will be sent to Dade County with the new Case# 23-cv-22640-JEM 28 U.S. Code SS 1446 and 1441 says only Defendants can Remove a State Court Case to Federal Court so when we filed in the wrong venue by mistake and they sent our case to Dade county where the Case Originated which was the right Division under Case# 23-cv-22640-JEM wherein Judge Martinez asked us to prove why we had Jurisdiction, filed on the Docket August 3rd, 2023. August 7th, 2023 we filed our Jurisdictional Memorandum, on 11/08/23 Defendant U.S. Bank began to respond to our Notice of Removal and Complaint and until this day we have been in Federal Removal and they have not answered but during the interim Judge Carlos Lopez tried to sell the house while we had a Notice of Removal and then he stopped the Sale of the House after we Pointed out to him the Notice of Removal and then we noticed that US BANK was continuing the Foreclosure because they snuck a Fake Forged Remand Order by us that had the a signature that's obviously not Judge Jose E. Martinez's signature see Exh. 5. As compared to his signature on our new Case# 23-cv-22640-JEM wherein Judge Martinez asked us to prove Federal Jurisdiction so therefore we demand to see the Original filings with the Original Signatures on Case#23-cv-22640 and Case#23-cv-22848, because we believe that some other filings are Forged and not Original. see Judge Martineze's

signature, Exh. 6. And three other cases of Judge Martinez's signature. Martin V. Owyn, Exh. 7., Smith Jr. v City of Miami, Exh. 8-1 and 8-2 and the United States of America V. Davis, Exh. 9-1. All of these Signatures are the same showing the incursive J going slightly towards the left with a half a circle J with an Apostrophe at the top at the end of Jose' the middle initial E is leaning towards the right with the end of the E at the bottom going up with a period the line on the M slants towards the right and then back towards the left with a hook at the end with the A, R, T and with a incursive Z, the J is a circular pyramid very wide pointing towards the left, the middle initial E doesn't look at all like the Middle initial E on the other true signatures, Exh .6. and it has no period and the (mart) has the A with no R like the original, Exh. 6. with the rest of the alphabets leaning towards the right. And the alphabet T does not have a straight line slanted down like the rest of the Ts on his correct signatures, the fake T has a hook on the left the original does not have the hook and does not have the incursive E or the long Z at the end of his name so therefore this is not Judge Martinez's signature and a fake Order. like Judge Valerie Manno Schurr said in her hearing with us that she did not sign that Order and whispered to the Attorneys asking in a whisper "Why did you sign those Orders for, me I did not tell you to sign that Order" and I asked her what did you say and she said "hello" "OH, nothing" she said HELLO because she didn't realize that we could hear her mistakenly unmuted MIC, see: Gods2.com video #1. This shows their Collusion. Then I told her about the ORDER she so called signed and she said I did not sign those that was

(Judge) Veronica Diaz, Gdgs2.com, or the USB and then I showed her the Orders with her Forged signature, Exh. 10 and 11. and she was shocked and I showed her her own FORM 6 Affidavit for the State of Florida that showed that she had a terrible Conflict of interest because of the fact that she made 995,000 + 440,000 and over time she made 11, Million from GMAC, Exh. 12. the Servicer for U.S. Bank, Exh. 13. and the next day she Recused herself, Exh. 15. and **REVERTED** the Case back to being Dismissed with Prejudice, in accordance to FL Rule 2,160 (J)(H),(K), Exh. 17. The original Order of our true Judge Sarah Zabel, Exh. 17. and three Affidavits of witnesses that saw Judge Zabel sign the Dismissal with Prejudice dated 04/06/09, Exh. 14. 1-2-3 put on the Docket 04/07/09, Exh. 18. and she signed our copy as a receipt for us, Exh.17. And so we know that the US BANK Lawyers Forged Judge Valerie Manno Schurr's Order, Exh. 20. And I know that Judge Jose E. Martinez signature be on that Remand Order dated 08/23/2023 when he knew I filed a corrected Amended Notice of Removal and Complaint under the Case# 23-cv-22640-JEM dated 07/14/23 that came from the confusion of us filing the Notice of Removal in the wrong Division Ft. Lauderdale that they transferred to Dade Cunty Federal Division the same Day wherein Judge Martinez asked us to show why the Federal Courts had Jurisdiction to Remove this Case to Federal Court as seen in case# 23-cv-22640-JEM Dated 08/03/23 we showed our Jurisdiction 08/07/23 and we filed our Amended Complaint listed 08/01/23 which also had the Amended Notice of Removal.

written June 29th as seen above the signatures of the Document attached to the Amended Complaint Exh. 18. 1 and 2. but Fraudulently did not show on the Federal Docket Dated, 08/02/23, because of the Powerful Federal Jurisdictions in it, but said and mentioned because we did File it, 08/07/23 Docket, taken out of the Docket and used by U.S. BANK LAWYERS FRAUDULENTLY to do a FED. NOTICE OF REMOVAL Filed by U.S. BANK N.A. in Violation of 28 USC 1446 (b)(1) which only allows Defendants to File. Because U.S. BANK as the Plaintiff cannot do a Notice of Removal because they choose the County Venue and they used SYMONETTE and WELL's signature to File for U.S. BANK N.A. as seen on the 23-CV-22848-JEM FAKE CASE number one on that Docket. The Law says a person can't sign for a Corporation, Walacoerage v. Excell. but U.S. BANK LAWYERS USD our signatures to file for U.S. BANK N.A. Even though SYMONETTE nor WELL's filed or opened that 23-CV-22848-JEM Fraudulent Case 07/31/23 U.S. BANK did this by taking the Document filing dated July 31st of the NOTICE of Filing our Notice of Removal, Exh. 20. They took this and started a whole new Case without our Permission. And that's why we had to file our notice of compliance for the Notice of Removal and Complaint 10/12/23, and then we had to file our Notice of Removal in County Court Case# 1010-61928-CAO1, 10/13/23, 10/14/23 and 10/15/23 and the Clerks tried to keep our filings off the Docket even though we E Filed the Notice of Removal but it would not show on the DADE DOCKET several times, Exh. 19. and we gave it to the Clerk at the Clerk's Counter on Camera and gave it to Judge Carlos Lopez

direct as admitted by the HEAD CLERK after we showed her the video proof then they put the Notice of Removal Filings on the DADE DOCKT Case # 2010-61928-CA01 Dated and seen on Docket Oct. 13th, 14th, and 15th, before the Oct. 16th Sales Date but they allowed the Sale to go anyway in Violation Federal Stay Law 28 U.S. CODE SS 1446 (d) on video gods2.com 1G-18. and 19. in the County Case# 1010-61928-CAO1 and they did the Sale anyway in Violation of 28 US CODE SS 1446(d). US BANK knew were in the NOTICE OF REMOVAL Court because US BANK did a Notice of Appearance to our Notice of Removal as seen on the Federal Docket Case #23-CV-22640-JEM Dated 08/07/2023, 10/12/2023 and 11/08/2023 that's LINES 8, 9 and 10. And as seen in the County Case# 1010-61928-CAO1 and as seen on Docket Oct. 13th, 14th, and 15th, before the Oct. 16th Sales Date. We objected to the Sale and Judge Carlos Lopez immediately stopped being the Judge and Judge Spencer Eig became the Judge and we pointed out to him that this case has already been Removed to Federal Court and its still in Federal Court and Judge Eig Went against 28 U.S. Code SS 1446 (d) and went against the 3rd DCA Appellate Court Garcia V. Deutsche Bank Nat'l Trust Co., of the which says once a Notice of Removal is Filed all State actions stops which is totally binding on Judge Spencer Eig of the 11th Judicial Circuit Court from the Federal Courts and the 3rd DCA Appellate Court

**NOW TO SHOW THE FORGERY AND FRAUD TO ILLEGALLY STEAL
VETERANS AND CRIPPLE BLACK PEOPLE'S PROPERTY**

We filed a Notice of Removal July 17th in Ft. Lauderdale Case# 23-cv-61345 Exh. 1. With the receipt on the comments line with the Case# 23-cv-61345 Wells Et Al V. U.S Bank National Association Et al wherein we paid the \$402 cash as required and **very important to notice** that the Case# on the receipt on Case# 23-cv-61345 has the Case# of the transferred Case# 23-cv-22640 because the case was transferred to the Miami Division but the point is the Document# is written at the very top of all the of all the Documents on a Federal Docket but this receipt on all Federal Dockets! Exh. 4 but for this strange Case that now mysteriously shows up Docket text filed 07/14/23 it says Clerks Notice to filer reference Case administratively closed. Wrong venue selected by filing Case has been renumbered to the new Case# 23-cv-22640 no further entries will be made on this case entered 07/14/23 Exh. 3. A, B, and C, but it was the wrong Division and was transferred the same day to the Correct Division in Dade County Federal Court with the case# 23-cv-61345 I want you to take notice that the remand for July 31st has a forged signature from the wrong case# that never existed because they immediately put it in the Miami-Dade Federal Court which was the correct division and not only was the signature on the remand forged but the signature for the clerk

on the certified stamp was forged too. The whole case for Case# 23-CV-22848 is totally Fraudulent, the Case# that was actually filed and paid for by us was Case# 23-CV-61345 and that Case was immediately moved to Miami under Case #23-CV-22640 the other Case# 23-cv-22848 that was Supposedly Remanded has file date of July 31st but only case we filed was on July 14. Also the Order of Remand that was put on that case didn't make any Sense it said that US Bank filed a Notice of Removal that was found in the State Court on July 31st did not have my signature on it and it had the wrong Case#23-cv-22848 on it my Case# is 23-cv-22640 and the Case#23-cv-22848 on that one is from U.S. Bank filing a fake receipt when I filed it it had the correct case# on it but the Clerk and the Lawyers changed it just like they did Valerie Manno Schurr. It has the same Fonts for Aug 11 2008 labels For Sara Zabel's Dismissal with Prejudice. And Valerie Manno Schurr said she did not sign it and according to Fl. Stat.695.26(a) It says a printed name must be under the Signature according to Fannie Mae rule B8-3-04 and their literally using our same fonts so that the Notice of Removal is literally not the one that we filed in Federal Court ours ended in 640 theirs ended in 848 and then they Remanded it by signing the Signature. So that they Could continue the fake Foreclosure that they were doing unbeknownst to us because we were working on the Federal Case#23-cv-22640 but when we caught on was when we found out they still had a Sale for the house so we had to go get our notice of removal papers. This State Court is precluded by federal law, based on the application of the automatic stay

Federal code 28 U.S. SS 1446 (D), from allowing the case to proceed forward in this instance. This Court has no discretion in this matter when it comes to the removal statute and its effect on the jurisdiction of this Court. The Third District, whose decisions are utterly binding on this Court stated, in *Garcia v. Deutsche Bank Nat'l Trust Co.*, 259 So. 3d 201, 202 (Fla. 3DCA 2018), that "State court jurisdiction ceases upon removal of a case to federal court and any pre-remand proceedings occurring in the state court after the case has been removed are void" (citing *Musa v. Wells Fargo Del. Tr. Co.*, 181 So. 3d 1275, 1277 (Fla. 1st DCA 2015)) [emphasis added]. But it does not end there. Even more telling as to the effect of a on a court's jurisdiction is what the Third District stated following that which was "[i]n a detailed review of the law in this area, the First District concluded that even an improper removal to federal court, or a removal for improper motives, will not preserve state court jurisdiction." *Id.* at 1280-84; see also *Cole v. Wells Fargo Bank Nat'l Ass'n*, 201 So. 3d 749, 750 (Fla. 5th DCA 2016). Even the Federal Eleventh Circuit Court of Appeals took this position in the seminal case *Maseda v. Honda Motor Co.*, 861 F. 2d 1248 (11th Cir. 1988) ("Since *Steamship Co. v. Tugman*, 106 U.S. 118, 1S. Ct. 58, 27 L. Ed. 87 (1882) was decided, the removal statute 28 U.S.C. § 1446 was amended. Under the amendment, the filing of a removal petition terminates the state court's jurisdiction until the case is remanded, even in a case improperly removed" (citing *Lowe v. Jacobs*, 243 F.2d 432, 433 (5th Cir.))[emphasis added]). More damaging to this matter is the fact that this Court has

proceeding in this matter while this Court lacked subject matter jurisdiction upon the filing of the Notice on Oct. 13, 2023. There is even an argument that the Court did not have jurisdiction under the second filed removal under case 23-CV-22640-JEM since the filing of that case. A careful examination of that case's docket in the federal court clearly shows that the matter has not been dismissed or otherwise remanded. The docket clearly reflects that entry #4 shows the notice of removal filed in this Court is the same one filed in that court's records. The notice of removal, which should have been filed in this action, was mistakenly filed in that court instead. Under the removal statute, the removal is not effective until filed in the state court action. Granted, the notice was not filed here when the action was filed in federal court. But the federal law is clear, "[p]romptly after the filing of such notice of removal of a civil action the defendant or defendants shall give written notice thereof to all adverse parties and shall file a copy of the notice with the clerk of such State court, which shall effect the removal and the State court shall proceed no further unless and until the case is remanded." 28 U.S.C. §1446(d). In this case, the filing of the notice of removal on Oct. 13, 2023 instituted the automatic stay, based on removal, under case number 23-CV-22640-JEM in

CONSTRUCTIVE CONSPIRACY

IN VIOLATION OF 923, 18 U.S.C. SS 371

To see these Exhibits See Gods2.com

**HERE'S HOW THESE JUDGES PLAYED TAG TEAM AND CONSTRUCTIV CONSPIRED
WITH EACH OTHER TO TAKE OUR HOMES BECAUSE US BANK PAID THEM**

**JUDGES AND OFFICIAL'S CONFLICTS OF INTEREST IN VIOLATION OF FEDERAL
RULE OF CIVIL PROC RULE 60, FLORIDA RULE 2.160 (A) (D) (H) (1) (4), FL. CODE JUD.
CONDUCT CANON 3E(1) FL. STAT. 112.312 (8)**

**ALL OF THESE JUDGES AND OFFICIALS CONSPIRED TOGETHER FROM TOP TO BOTTOM
TO STEAL OUR HOME AND EACH ONE OF THEM HAD A HORRIFIC CONFLICT OF INTEREST!
CHECK OUT THE JUDGES BELOW AND THE AMOUNTS OF MONEY THEY MADE FROM US
BANK**

**AS TO U.S. BANK, THE SEC, ATTORNEYS TITLE INSURANCE FUND, COUNTY CLERK OF THE
COURTS, DADE COUNTY RECORDS DEPARTMENT, DADE COUNTY POLICE COMMISSIONER
VALERIE MANNO SCHURR, VERONICA DIAZ, VIVIANNEDEL RIO, JOHN SCHLESINGER,
SAMANTHA RUIZ,**

1. SARAH I. ZABEL 4/7/09 -----made 9 Million from US BANK
2. VALERIE MANNO SCHURR 1/21/22-----made almost 12 Million from US BANK
3. JOHN SCHLESINGER 12/19/2017-----made almost 29
Million from US BANK
4. SAMANTHA RUIZ COHEN 5/12/2021-----made over 2
Million from US BANK
5. MIGUEL DE LA O 1/9/2019-----made almost
1 Million from US BANK
6. VERONICA DIAZ 6/2/2020-----made almost ½
Million from US BANK
7. VIVIANNE DEL RIO 5/4/2022-----made almost 2
Million from US BANK

APPELLATE JUDGES WITH A CONFLICT OF INTEREST FROM DEUTSCHE BANK

1. BROWNWYN C. MILLER-----

-----Made \$95,000

Comes now MACK WELLS acting Pro-Se here states Judge Brownwyn Miller, says that
Wells Fargo on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank

doing Business with US Bank because he's doing business with US Bank and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Brownwyn C. Miller is doing business with Wells Fargo Bank as seen on his Form 6 page 1 line 4 he got \$95,000.00 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh. A, Wells Fargo is US Bank IS DEUTSCHE BANK. That is a Conflict of Interest against us and there's more, Exh.J. I have found that our case was directed to him in this Pool, So he

must recuse himself and vacate his Order, Exhibit B so Brownwyn Miller you must Recuse YOUR

SELF and VACATE YOUR ORDER against us, Exh.F. ORDER OF DISMISSAL WAS PUT IN

JUNE 6, 2019

APPELLATE JUDGES WITH A CONFLICT OF INTEREST FROM US BANK

2. KEVIN MICHAEL EMAS _____ Made
\$225,310 from US BANK

Comes now MACK WELLS acting Pro-Se here states Judge Kevin Michael Emas, says that Wells Fargo on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bancorp because he's doing business with US Bancorp and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Kevin Michael Emas is doing business with Wells Fargo as seen on his Form 6 page 1 line 4 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh. A, Wells Fargo is US Bancorp Exh. B. And US Bancorp is US Bank Exh. C That is a Conflict of Interest against us and there's more, Exh. J. I have found that our case was directed to him in this Pool, So he must recuse himself and vacate his Order, Exhibit B so Kevin Michael Emas you must Recuse YOUR SELF and VACATE YOUR ORDER against us, Exh. F.

3. EDWIN SCALES-----Made

\$22,543 from US BANK

Judge Edwin Scales, says that Chase Bank on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bancorp because he's doing business with US Bancorp and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on

his Merits but for to make him and them money Illegally. Here's proof, Judge Edwin Scales is doing business with Chase Bank as seen on his Form 6 page 1 line 4 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh. A, Chase Bank is US Bancorp Exh. B. And US Bancorp is US Bank Exh. C That is a Conflict of Interest against us and there's more, Exh. J. I have found that our case was directed to him in this Pool, So he must recuse himself and vacate his Order, Exhibit B so Edwin Scales you must Recuse YOUR SELF and VACATE YOUR ORDER against us, Exh. F, Order of Dismissal on JAN. 23, 2023

Comes now MACKWELLS acting Pro-Se here states Judge Bronwyn Miller, says that Wells Fargo on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bank because he's doing business with US Bank and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on his

Merits but for to make him and them money Illegally. Here's proof, Judge Brownwyn C. Miller is doing business with Wells Fargo Bank as seen on his Form 6 page 1 line 4 he got \$95,000.00 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh. A, Wells Fargo is US Bank. That is a Conflict of Interest against us and there's more, Exh.J. I have found that our case was directed to him in this Pool, So he must recuse himself and

vacate his Order, Exhibit B so Brownwyn Miller you must Recuse YOUR SELF and VACATE YOUR ORDER against us, Exh.F.

15020 S. R. DR. MIAMI 33167 AND 1977 NE 119TH RD. MIAMI FL. 33181. Exh.A.

These Judges have made Millions of dollars with U.S. Bank taking Black People and White European's homes illegally for gifts of Money Exo. 23:8, Deut. 16:19. Which says Judges can't take gifts because it blinds the eyes of Judgement!! Here are these Judges examples

1. FIRST WE HAVE JUDGE VALERIE MANNO SCHURR WHO STARTED THIS HORRIBLE DISCRIMINATING CONSPIRACY MESS BECAUSE IN HER FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST AND SHE RECUSED HERSELF 01/21/22 BECAUSE SHE GOT CAUGHT GETTING MILLIONS TO ILLEGALLY TAKE OUR PROPERTY WITH \$ CONFLICT OF INTEREST UP TO \$11 MILLION

BECAUSE IN HER FORM 6 FINANCIAL INTEREST SWORN

AFFIDAVIT OATH

Now something strange happened out of nowhere! Judge Valerie Manno Schurr's SIGNATURE and NAME shows up on the DISMISSAL WITH PREJUDICE from Judge ZABEL THE YEAR AFTER SHE BECOMES JUDGE RIGHT BEFORE SHE mysteriously takes over our

Case to save U.S. BANK FROM US and save JUDGE ZABEL, THEIR LAWYERS FROM THE WRATH OF THEIR BOSS GMAC (US BANK) WHO HAD ALREADY PAID THEM TO SAVE U.S. BANK FROM US JUDGE VALERIE MANNO SCHURR is who we're just now finding out that THE BANKS PAID HER TO TRICK US INTO BELIEVING THAT WE WERE SAFE FROM US BANK WITH THE DISMISSAL WITH PREJUDICE AND THEN THREE MONTHS LATER JUDGE VALERIE MANNO SCHURR CHANGES IT TO DISMISSAL WITHOUT PREJUDICE IN AN ILLEGAL EX PARTE HEARING WITHOUT US KNOWING SO THAT US BANK COULD COME BACK AND START THE SAME CASE OVER WITHOUT NOTICE TO US! WHY DID GMAC (US BANK) PAID JUDGE VALERIE MANNO SCHURR TO TAKE OVER OUR CASE WAS BECAUSE JUDGE ZABEL DISMISSED WITH PREJUDICE US BANKS CASE 04/07/2009 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407-CA01 LINE 10, Exh. 2.1 pg.2. AND FORD MOTOR CO. V. CALLOWAY SAYS A JUDGE CAN'T CHANGE ANOTHER JUDGE'S ORDER SO, JUDGE VALERIE MANNO SCHURR FILED HER DUPLICATE DISMISSAL WITH LIKE JUDGE ZABEL'S ORDER WAS FILED 04/07/2009, Exh. 80. AND JUDGE SCHURR'S DUPLICATE ORDER FILED 04/07/2010 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407-CA01 LINE 10 AND 11, Exh. 3.1 pg.2. NOT REMEMBER JUDGE VALERIE SCHURR IS A JUDGE WE NEVER MET NEVER SEEN AND NEVER DID A HEARING IN FRONT OF AND ACCORDING TO THE ADMINISTRATIVE JUDGE, JUDGE BAILEY SAID THAT SHE DID NOT ASSIGN JUDGE VALERIE SCHURR THIS IS A JUDGE THAT SHE DID NOT ASSIGN TO OUR CASE ALL DONE SO THAT SHE COULDN'T DO AN

ILLEGAL EX PARTE HEARING IN VIOLATION OF FLORIDA STAT. 702.07 WITH THE PLAINTIFF US BANK CHANGE HER OWN ORDER TO DISMISSAL WITHOUT PREJUDICE, Exh. 4.1 TO HELP GMAC (US BANK). STEAL SO THEY CAN ALL MAKE MONEY OFF OF HELPLESS BLACKS USING BIG BAD JUDGES AND LAWYERS! The proof that JUDGE VALERIE MANNO SCHURR made Money to help them is on her Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST SWEORN AFFIDAVIT OATH of 2008 that shows on part C. Liabilities section that she has \$995,000.00 and \$91,498.00 from GMAC which is the Servicer and owner RESIDENTIAL FUNDING CORPORATION in their notice of transfer said they were controlling our payments as Servicer from at least 1/1/2007 on the Mortgage Payment Coupon at the bottom of the Transfer Letter, Exh.100. and \$129,000.00 from Wells Fargo which is US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3, Exh. (6.1) then in 2009 form 6 it shows GMAC MORTGAGE of \$410,000.00 and Credit line with GMAC, and \$128,000 Wachovia which is Wells Fargo which is US BANK, Exh. (7.1). and then she allows an illegal Ex Parte Hearing with US Bank National Attorneys to change her Order which is really Judge Zabel's Order from DISMISSED WITH PREJUDICE in April 6th, 2010 Exh. (4.1) to change the Dismissed with Prejudice 3 months later in June 27th, 2010, into DISMISSED WITHOUT PREJUDICE in this Ex Parte Hearing Exh. 2.1. Which is only supposed to be done with only the Defendants that are about to lose their home to the Foreclosure Sale and this must be done before the sale of the House according to FL Statute 107.07, (during the interim GMAC

also had a Florida Default Letter as the Servicer) and after that wonderful gift Judgement to US Bank National Association and helping Judge Zabel out of the mess for doing a Judgement without a Docketed Complaint, Note, Allonge, Mortgage or an Assignment from the Records which was literally Criminal, Thievery of our house. Then suddenly in her 2010 Form 6 Disclosure of Financial Interest, Exh. 8.1, it shows a \$400,000.00 gift from GMAC and shows \$1,000,000.00 from Wells Fargo which is US Bank, Exh. (9.1). All of this is pay to Play RICO Conspiracy to steal Black People's Houses which they're also doing to White European Gentiles! US BANK'S only lawful Remedy was to Appeal the Dismissal with Prejudice within 30 days according to Florida Appellate Rule 4 (a)(1)(A). But now a case that was Dismissed with Prejudice was given life again by Judge Valerie Manno Schurr a Judge we had never met never seen or ever had a hearing in front of came in and Dismissed the Case with Prejudice exactly one year after Judge Zabel Dismissed it with Prejudice to avoid Calloway Vs. Ford which says another Judge cannot change another Judges Order from the same Circuit Court they must Appeal to a higher Court but Judge VALERIE MANNO SCHURR did it anyway by having a hearing three months later in an illegal Ex Parte hearing and changing the Dismissal with Prejudice to Dismissal without Prejudice which allowed US BANK to secretly file another Foreclosure Case against the House at 15020 S. River Dr. Miami Florida 33167 and US Bank did file another Case which was a continuance of the same Case from 2007 which is called Case Number 2007-12407-CA01 that was Dismissed

with Prejudice and secretly changed to Dismissed without Prejudice and without any notice to us in 2010 called Case number 2010-61928-CA01 this 2010 was also done without the Original Mortgage, Assignment and Docs. Original of the Note, Allonge to the Note, and the second Allonge from Fannie Mae or indemnification info that indemnifies Fannie Mae and there must be the Loan number, Date and the printed name of the Signer as required by Federal Fannie Mae Rules B8-3-04 for Fannie Mae of which none of this is on the copy of the Allonge recorded on the Docket, Exh (15.1). And JUDGE VALERIE MANNO SCHURR has taken my new Case again to finish what she started by Ruling in favor of US BANK and GMAC with worst Conflicts of Interest that she's trying to hide so that she can Rule in the Bank's favor to illegally Foreclose. Because in her FORM 6 -2019 and 2020 Financial Disclosure Affidavit she has over \$11,192,000.00, plus on line 5 she states that she has a \$400,000.00 Mortgage with City National Bank that is Royal Bank of Canada, which is Wells Fargo, Exh. (10.1). And Wells Fargo is US Bank JUDGE VALERIE MANNO SCHURR is helping to illegally Foreclose on us, Exh. (11.1). The other conflict is Schurr's \$400,000.00 Mortgage Holder City National Bank that is Royal Bank of Canada which is Morgan Stanly/JP Morgan, Exh. (12.1), which is US BANCORP/US BANK, Exh. (13.1) and Exh. (14.1) All this is CITY NATIONAL BANK Exh. 16.1, who Merged with Wachovia Bank who admitted they were SLAVE MASTERS OF BLACK PEOPLE, Exh. (17.1) to just take CRIPPLE HELPLESS BLACK PEOPLE'S HOMES. I will investigate how this Judge accumulated \$11 million dollars on a

JUDGE'S SALARY, I demand to see where all that money is from. This is the Bank that served my law suit by an official Servicer acknowledged by US BANK which by Florida Statute they had only 20 days to answer but they never answered for six months while we're trying to Default them the whole time, yet JUDGE VALERIE MANNO SCHURR with her millions of dollars Conflicts of Interest helped US Bank by not ever Defaulting them no matter what the laws and rules say I really don't stand a chance in this fight because the referee (JUDGE SCHURR) is being paid by my Opponents to Rule only in their (US BANK'S-GOLIATH'S favor I AM DESTROYED and CRUCIFIED by these wicked Animals who break all the Laws and kill BLACK PEOPLE and hold themselves not GUILTY by these CROOKED EVIL JUDGES like JUDGE VALERIE MANNO SCHURR and I know they are Plotting to KILL me right now, K.J.V. BIBLE=ZECHARIAH 11:5!!

Check out Judge JOHN SCHLESINGER the Worst Conflict of them all. In this Criminal Conspiracy because in his Final Judgement Order, of Dec. 19th, 2017. Judge SCHLESINGER review of the record and Exh.(63). Must be Arrested and Recuse himself and void all of his Orders for an open obvious Conflict of Interest and the worst of them all because he's doing all his business with US Bank and is now with \$28,000,000.00 from U.S. Bank and their Bankster Partners and helping them and himself make money by Foreclosing and taking (stealing) our and probably others property for U.S. Bank while acting as the Judge on the

U.S. Bank's Cases like our property, not on the Case's Merits to make him and U.S. Bank money Illegally. Here's proof. Judge JOHN SCHLESINGER is doing business with US Bank Judge SCHLESINGER and has the worst record of all the money Conflicts of Interest that I have found out about. Because in his 2016 and 2017 (Exh.64 and Exh. 65) he got \$28,000,000.00 in Assets because of U.S. Bank as seen on page2.

On his Form 6 Full and Public Disclosure of Financial Interest page 2. See line 4 he got with Santander Bank \$750,000 and Santander is SBA, Exh. 66. Which is US Bank, Exh. (2 and 74).

On his Form 6 line 5 SCHLESINGER did with First Citizens Bank \$624,000.00 And first Citizens Bank is the Royale Bank of Scotland, Exh. 67 which is the Royale Bank of Canada, Exh. 68 Which is US Bank.

On his Form 6. Line 6 He got \$5,236,472.00 from Morgan Stanley Brokerage Account which is J.P. Morgan Bank, Exh. 118. Which is U.S. Bancorp Exh. 70. And U.S. Bancorp is U.S. Bank, Exh. 71.

Judge SCHLESINGER on line 7. Got \$286,148.68 with State of Florida Deferred Compensation, which is Voya and AIG, Exh. 72 and Voya and AIG is U.S. Bank, Exh.12. On line 8 he got

All of this fake news is part of the Conspiracy on TV that deprives me of a grand jury that includes the sheriffs, Dept. the Governor, channel 7, Channel 10, CBS and the Miami Herald put out Fake News so that we can't get a fair trial for the RICO Conspirators, a fair Writ of Replevin to prejudice our getting a Surety Bond, or getting a fair Notice of Removal hearing because judge Martinez is our Notice of Removal Judge for this Case 23-CV-22640-JEM and the same Judge on Alfred Davis Case for having a paper license that they accused him of which is a Conflict of interest and using this fake News about our house with staged fake shootings, gods2.com vid. H. to take our house for Banks and big Developers which is also a Conflict of interest and has sentenced Alfred Davis to 8 months in jail even though a PERSON stood up and said he was the one who had the fake paper License not Alfred Davis making Alfred Davis innocent from what they claim was a Crime and the Judge would not listen. All done to stop the American Gala Awards see: Americangala.com the AGA an event with 100 black stars helping homeless VETs with TRUMP. An event that we've been doing since 1997 and we do Stand downs for the VETs to raise money for the Homeless VETs done with the city of Miami Homeless Veterans Foundation, with Lt. Colonel Colmenares and Mayor Thomas Regalado Exh. 13. and the City of Opa Locka Florida, Exh. 14. also have done yacht Fundraisers for Republican Politicians on my 4 story 80 ft. yacht. Exh. 15. So We must remove this Case now to Tampa because Broward and Dade County Federal fed courts keep transferring our case back to Dade County Federal Judge Jose Martinez, and Martinez who along with his Magistrate Eduardo

Sanchez also have Financial conflicts of interest, with U.S. Bank Banks, Exh, 16 and Exh, 17. who has allowed U.S. Bank to violate 28 USC § 1446 (d) allowing the Circuit Court to Foreclose over the Stay before the Case was Remanded See 2010-61928-CA01 Doc 387-389 and 394-398 10/13/2023-10/15/23 -10/16/23 Notice of Removal was Filed yet they did not stop the Sale and Federal Judge Martinez did not Void the Sale in Violation of his Stay and this Prosecutor Johnathan Bailyn is retaliating against Alfred Davis a witness in Violation of 18 USC § 1513 who would not lie for them and who pointed out his RACISM for saying Alfred a Black Man can't live in a white people's apt. building and at the Sentencing hearing this Racist Nut called our nonprofit organization and who feeds the people and their kids every Sunday for almost 30 years with old people, young people, kids Latin, Black and White we help people with Community Service, we feed people; do voter Registration Drives and help with the Get out to Vote Strategies with Symonettes Fraternity Alpha Phi Omega a Service Fraternity for the People I have temple sermons 4 times a day on Radio got a Proclamation from the city of Miami from doing these events, Exh. 31. and two Proclamations from the City of Opa-Locka, Exh, 26 and 27, Maurice Symonette's Grand Father Sir Roland Symonette was the first Black Prime Minister of the Bahamas thereby making Maurice Symonette a Prince, Exh, 18. who's Grand Father is on the Bahamian \$50 bill, Exh, 19. Whose father Al. Symonette was one of Miami's First five Black Millionaires who owned the Sir John Hotel, the Night Beat Night Club and the First Black Taxicab service in Miami Called Checkers, where I was trained by my Dad, Whose Motto is Latin

Black and White Must unite and telling the Police "Thank You for your Service", Exh. 29, Maurice Symonette was one of the First Black Men to live in a Mansion on Palm Island, Maurice Symonette has absolutely no Criminal Record. Maurice Symonette is known for teaching Black Men to not smoke, drink or take drugs like he has never done and how to make money without being a Criminal Maurice Symonette, Gods2.com on page 2. vid 36-39. And is the President of Boss Group Ministries and has a Doctorate Degree in Ministries Exh, 20, an Honorary Doctorate Degree for letters and a Doctorate Degree in Humanity, Exh. 21, and Exh. 22, runs Boss Magazine, Exh, 23, Blacks For Trump Magazine. Exh, 24, Also is the Founder of Blacks For Trump and Blacks For Israel, Latino's For Trump and Womens For Trump, Blacks for Truckers Haitians For Trump and Blacks for Israel because Yahweh Ben Yahweh in 1988 when Synagogues were being defaced with Nazi Swastickers Yahweh Ben Yahweh ordered us to guard those Temples, Exh.25, Prosecutor Johnathan Bailyn called us HOODLUMS just to taint Boss Group Ministries name and taint Alfred Davis a member of Boss Group Ministries so that they could feel free to take our property even Judge Martinez said you THE DOJ you haven't Proved your Case, you brought no evidence, and no witness pointed out Alfred Davis but now the TRANSCRIPT Transcriber of Mary Ann Casale we saw she took that out because it would make Judge Martinez Look like a RACIST. The enforcers of the Black Code of the South and Jim Crow which says Niggers are not allowed to own Property.

Florida Rules of Civil Procedure 1.908 which entails equity for justice if fraud can be proven to have taken place in the court. In accordance with the definition referenced from American Dictionary of the English Language Noah Webster 1828, and it defines Fraud as: Deceit; deception; trick; artifices by which the right or interest of another is injured; a stratagem intended to obtain some undue advantage; an attempt to gain or the obtaining of an advantage over another by imposition or immoral means, particularly deception in contracts, or bargain and sale, either by stating falsehoods, or suppressing truth.

I DECLARE UNDER PENALTY OF PERJURY, that all the facts stated herein are true and correct to the best of my knowledge and ability. And that the facts stated herein were made of my own accord. Executed this 5th day of July 2024.


S/MACK WELLS

MACK WELLS
15020 S. RIVER DR
MIAMI FL. 33167


S/MAURICE SYMONETTE

MAURICE SYMONETTE
15020 S. RIVER DR
MIAMI FL. 33167

CC:file/MM/MS

Proof of service

Proof of service

Homeland Security.Investigation

11226 NW 20th Street

Miami, Fl. 33172

Certified Receipt:

Federal Bureau of Investigation

2030 SW 145th Avenue

Miramar, Fl. 33027

Certified Receipt:

US Attorney General Merrick B. Garland,

U.S. Department of Justice

950 Pennsylvania Avenue, NW

Washington, DC 20530-0001

openjustice@doj.ca.gov

Certified Receipt:

Fraud Enforcement and Recovery Act

Florida Attorney General Ashley Moody,

Office of the Attorney General

State of Florida

PL-01 The Capitol

Tallahassee, FL 32399-1050

citizenservices@myfloridalegal.com

Certified Receipt:

State Wide Prosecutor Nicolas B. Cox

3507 E Frontage Rd. Ste 325

Tampa, Florida 33607-1795

Certified Mail Receipt:

Miami-Dade County Office of the Inspector General

601 NW 1st Court 22nd Floor

Miami, Florida 33136

Certified Receipt:

Office of Miami Dade County State Attorney:

Katherine Fernandez Rundle

1350 NW 12th Ave

Miami, Fl 33136-2102

Certified Receipt:

Chief Justice John Roberts

1 First Street North East

Washington D.C. 20543

Certified Receipt:

Antonio Guterres United Nation

C/O 405 East Forty Second Street

New York, New York 10017

Certified Receipt:

Governor Ron DeSantis

400 S. Monroe Street

Tallahassee, Florida 32399

Certified Receipt:

President Joe Biden

1600 Pennsylvania Avenue NW

Washington D.C. 20500

Certified Receipt:

Donald J. Trump

The Mar-a-Lago Club

1100 South Ocean Blvd,

Palm Beach, Florida 33480

Electronically Served:

Altanese Phenelus, yvaldes@miamidade.gov
Carlos Calle, mrstreetsproductions@gmail.com
Carlos Calle, mrstreetsproductions@gmail.com
Carlos Calle, mrstreetsproductions@gmail.com
Elizabeth Sardinas, esardinas@bakerdonelson.com
Elizabeth Sárdinas, nleone@bakerdonelson.com
Elizabeth Sardinas, fllservice@bakerdonelson.com
Eve A Cann, ecann@bakerdonelson.com
Eve A Cann, lbettencourt@bakerdonelson.com
Eve A Cann, nleone@bakerdonelson.com
Giuseppe Salvatore Cataudella, FLeFileTeam@brockandscott.com
Giuseppe Salvatore Cataudella, FL.CourtDocs@brockandscott.com
Giuseppe Salvatore Cataudella, CourtXpress@firmsolutions.us
Harve Humpsy, Courts@Journalist.com
JOHN WESTLEY, TheWomb@USA.com
Jennifer L Warren, jwarren@northmiamifl.gov
Jennifer L Warren, cityattorney@northmiamifl.gov
Jessica Faith Watts, jwatts@quinnlegal.com
Jessica Faith Watts, eservice@quinnlegal.com
Jessica Faith Watts, kmiller@quinnlegal.com
Jessica Jo Fagen, lawfirmFL@rauschsturm.com
Case No: 2010-061928-CA-01 Page 2 of 3
Jessica Jo Fagen, jfagen@rauschsturm.com
Jessica Jo Fagen, abcfileservice@abclegal.com

Nashid Sabir, nashidlaw@gmail.com

Nashid Sabir, brian@bluoceanlaw.com

Nashid Sabir, nashidlaw@gmail.com

Shaib Y Rios, FLeFileTeam@brockandscott.com

Shaib Y Rios, FLCourtDocs@brockandscott.com

Shaib Y Rios, ECCM-FL@provaha.com

Spencer D. Leach, sleach@bakerdonelson.com

Spencer D. Leach, vscarboro@bakerdonelson.com

Spencer D. Leach, fllservice@bakerdonelson.com

William Henry Stafford III, william.stafford@myfloridalegal.com

William Henry Stafford III, complexlitigation.eservice@myfloridalegal.com

William Henry Stafford III, alisha.robinson@myfloridalegal.com

Willnae Lacroix, FLeFileteam@brockandscott.com

Willnae Lacroix, FLCourtDocs@brockandscott.com

Willnae Lacroix, courtxpress@FirmSolutions.us

maurice symonette, bigboss1043@yahoo.com

Exh A

IN THE CIRCUIT COURT OF THE
FIFTH JUDICIAL CIRCUIT IN AND
FOR Dade County, Florida

GENERAL JURISDICTION DIVISION

CASE NO. 2007-CJ-00000

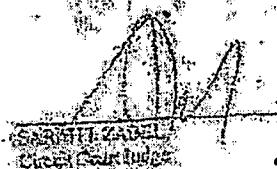
US Bank N.A.
Plaintiff

Leslie Williams
Defendant

ORDER OF DISMISSAL WITH PREJUDICE

This action was heard on the defendant's motion to dismiss for lack of prosecution. Served on April 11, 2007. The court finds that (1) notice prescribed by rule 1.40 (e) was served on April 11, 2007; (2) there was no record activity for the year preceding service of the complaint; (3) no stay has been issued or approved by the court; and (4) no parties show cause why this action should remain pending. Accordingly:

IT IS ORDERED That this action is Dismissed for lack of Prosecution with Prejudice.
DONE AND ORDERED in chambers at Miami-Dade County, Florida this 31st day of
March, 2008.



Exh.B

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 2007-12407-cal

US Bank, N.A.
Plaintiff(s)

April 1, 2010

Vs.

Leroy Williams
Defendant(s)

ORDER OF DISMISSAL WITH PREJUDICE

This action was heard on the defendants motion to dismiss for lack of prosecution
Served on April 11, 2008. The court finds that (1) notice prescribed by rule 1.40 (e)
Was served on April 11, 2008; (2) their was no record activity for the year preceding
Service of the foregoing notice; (3) no stay has been issued or approved by the court
And (4) no party has shown good cause why this action should remain pending.

Accordingly,

IT IS ORDERED That this action is Dismissed for lack of Prosecution with Prejudice
DONE AND ORDERED in chambers, at Miami, dade county, Florida this 31th day of
March, 2010.

APR 06 2010

APR 06 2010


CIRCUIT COURT JUDGE

VALERIE MANNO SCHURR
CIRCUIT COURT JUDGE

CC - All parties

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that the foregoing is a true and correct copy of the
original filed in this office. *10/22/2010* *42-21*
HARVEY ROVIN, Clerk of Circuit and County Courts

Deputy Clerk *[Signature]*


MONA BRUNO #79806

Exhibit 1

3

ORDE

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA.
CIVIL ACTION

US BANK, N.A.,
Plaintiff,

vs. CASE NO. 2007-12407-CA
DIVISION 32

SPACE FOR RECORDING ONLY P.S. 60576

LEROY WILLIAMS; MARK WELLS; FRANKLIN
CREDIT MANAGEMENT CORPORATION; CITY
OF NORTH MIAMI;
Defendant(s).

FINAL ORDER DISMISSING CASE, CANCELING FORECLOSURE SALE, CANCELING NOTICE OF
LIS PENDENS, AND SETTING ASIDE FINAL SUMMARY JUDGMENT AND SUBSTITUTING
PHOTOSTATIC COPIES

THIS CAUSE having come on before the Court, ex parte, pursuant to the Motion filed by the Plaintiff, pursuant to Section 702.07 Florida Statutes (2005), and the Court being otherwise fully advised in the premises, it is,

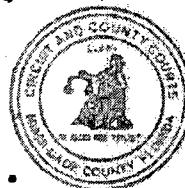
ORDERED AND ADJUDGED as follows:

1. The case be and the same hereby is dismissed, but without prejudice to the future rights of the Plaintiff to bring an action to foreclose the mortgage which is the subject matter of the instant cause.
2. All Counts of the Complaint against Defendants: LEROY WILLIAMS; MARK WELLS; FRANKLIN CREDIT MANAGEMENT CORPORATION; CITY OF NORTH MIAMI; are hereby dismissed.
3. Any scheduled foreclosure sale is canceled.

FILE NUMBER: F07012148



Serial: 13666522
DOC_ID: M010502



Exh C2

4. The Notice of Lis Pendens filed by Plaintiff and recorded in the public records of MIAMI-DADE County, Florida, regarding the below-described property:

LOT 105, BISCAYNE GARDENS SECTION F PART 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 46, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

be and same hereby is canceled, vacated, discharged and shall be of no further force or effect, and the Clerk is hereby directed to record this Order to reflect same.

5. The Final Summary Judgment heretofore entered on August 09, 2007, be and the same hereby is set aside and shall be of no further force or effect.

6. The Plaintiff requests that the original Note and Mortgage be returned to the Plaintiff and photostatic copies shall be substituted in their place.

DONE AND ORDERED in Chambers in MIAMI-DADE County, Florida, this _____ day of
_____, 2010.

JUN 23 2010


VALERIE R. MANNO SCHURR
Circuit Court Judge

VALERIE MANNO SCHURR
CIRCUIT COURT JUDGE

Copies furnished to:
Florida Default Law Group, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
All parties on the attached service list.
F07012148-M010502
GMAC-CONV--ebiven



Exh C3

Service List

LEROY WILLIAMS
15020 South River Drive
Miami, FL 33167

FRANKLIN CREDIT MANAGEMENT CORPORATION
c/o Corporation Service Company
1201 Hays St. Suite 105
Tallahassee, FL 32301-2525

CITY OF NORTH MIAMI
c/o V. Lynn Whitfield, Esq.
776 NE 125th Street
North Miami, FL 33161

MARK WELLS
15020 South River Drive
Miami, FL 33167

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I hereby certify that the foregoing is a true and correct copy of the
original filed in this office. 11/10/2010 AG 10
HARVEY RUVIN, Clerk of Circuit and County Courts
Deputy Clerk



911B3

Safari File Edit View History Bookmarks Window Help

www.flcourts.org

Administrative Orders of The Chief Judge



Resource Center About the Court General Information Court Events

Administrative Orders of The Chief Judge

AO Category	Select Category	Effective Date	AO Number	Case Number	Category	Amended	Rescinded
THIS							
1-08-01-Procedures Re High Profile Coastal-Dade County Courthouse		07-31-2008	08-11	08-1	COURT ADMINISTRATION	No	
ESTABLISHMENT OF PROCEDURES GOVERNING INVESTIGATIONS		07-11-2008	08-08	08-01	CIRCUIT COURT CIVIL A1	ING	
1-08-02-A1-Civil Rule Establishing Appeals Panel Chief		07-01-2008	08-09 A1	08-1	COURT ADMINISTRATION	Yes	
RE-ESTABLISHMENT OF TRANSFER GUIDELINES RELATING TO JUDICIAL ROTATIONS REGARDING REASSIGNMENT OF CASES		06-28-2008	08-07	08-01	CIRCUIT COURT CIVIL	No	
RE-ESTABLISHMENT OF TRANSFER GUIDELINES RELATING TO JUDICIAL ROTATIONS REGARDING FURNISHINGS AND EQUIPMENT (Rescinding AO No. 02-12; Companion to AO No. 08-07)		06-26-2008	08-06	08-1	COURT ADMINISTRATION	Yes	
RE-ESTABLISHMENT OF TRANSFER GUIDELINES RELATING TO JUDICIAL ROTATIONS REGARDING REASSIGNMENT OF CASES		06-26-2008	08-07	08-1	COURT ADMINISTRATION	No	
(Companion to AO 08-06)							
1-08-14-Rearrangement and Consolidation of PD Motions re Representation		06-26-2008	08-14	08-1	COURT ADMINISTRATION	No	
1-08-15-Procedures Motions to Exceed Fee Limits and Appointed Judicial Disability		06-06-2008	08-13	08-1	COURT ADMINISTRATION	No	
1-08-09-Journalizing Settlement Fees		04-25-2008	08-08	08-1	COURT ADMINISTRATION	Yes	
1-08-04-Establish Procedures Trial Conference Civil Traffic Cases		03-21-2008	08-04	08-1	COURT ADMINISTRATION	No	
101102103104105106107108109110							

Exh. D
Pg. 1

Exhibit P2

Safari File Edit View History Bookmarks Window Help

Jud11.courts.org Administrative Orders of The Chief Judge

 ELEVENTH JUDICIAL CIRCUIT OF FLORIDA

Resource Center About the Court General Information Court Events

Administrative Orders of The Chief Judge

AO Category: Select Category

Title	Effective Date	AO Number	Case Number	Category	Amended	Rescinded
1-09-11-Effect of AO's Entered by Prior Chief Judges	07-01-2009	09-11	09-1	COURT ADMINISTRATION	No	
1-09-10-Procedures for Mediation in County Court	05-29-2009	09-10	09-1	COUNTY COURT CIVIL	No	
1-09-09-Revision Uniform Final Judgment Enforcement and Procedures	05-16-2009	09-09	09-1	COURT ADMINISTRATION	No	
1-09-08-Establishment of HOME Mediation Program	05-01-2009	09-08	09-1	MEDIATION ARBITRATION	No	
1-09-04 A1-Clarification of Fee Cost of Defense and Court Appointed Counsel	02-27-2009	09-04 A1	09-1	COURT ADMINISTRATION	No	
1-09-04 Fee Cost of Defense and Court Appointed Counsel	02-10-2009	09-04	09-1	COURT ADMINISTRATION	No	
1-09-01-Dismissal Traffic Citations Issued Failure to Pay Tolls	01-13-2009	09-01	09-1	COURT ADMINISTRATION	No	
1-08-18-Standards and Procedures for Minor Settlements	10-06-2008	09-18	09-1	COURT ADMINISTRATION	No	
1-08-16-Abolish Section CP-02 and Establish Section CP-05 of Probate Division	09-29-2008	09-16	09-1	COURT ADMINISTRATION	No	
1-08-08-A1-Amendment Establishment of Procedures re DIG Investigations	09-16-2008	09-08 A1	09-1	COURT ADMINISTRATION	No	
101 102 103 104 105 106 107 108 109 110						

Shot 2024-07-06 at 10.55.26 PM.png (PNG Image, 1920 × 1080 pixels) — Scaled (86%)

file:///Users/micahielnicholson/Desktop/Screen%20

**Exhibit D
Pg. 3**

AO Category: Select Category	Effective Date	AO Number	Case Number	Category	Amended	Rescinded
1-08-03-Assessment of Cases in Criminal Division	02-28-2008	08-03-	08-1	COURT ADMINISTRATION	No	
REAFFIRMATION OF THE CREATION OF SECTION 46 ("COMPLEX BUSINESS LITIGATION SECTION")	02-21-2008	08-02-	08-01	CIRCUIT COURT CIVIL	No	
1-08-03-Amendment of Section 03 County Court Civil Backup	02-04-2008	08-01	08-1	COUNTY COURT CIVIL	No	
1-07-06-A1-Appointment of Court Accessibility Team	11-21-2007	07-05 A1	07-1	COURT ADMINISTRATION	No	
1-07-09-Collaborative Process	10-19-2007	07-08	07-1	COURT ADMINISTRATION	No	
1-07-07-Adoption Procedures Amendment	10-01-2007	07-07	07-01	CIRCUIT COURT CIVIL	No	
1-07-07-Adoption Procedures Amendment	10-01-2007	07-07	07-1	COURT ADMINISTRATION	No	
AMENDING THE CRITERION FOR ATTENDING THE EIGHT (8) HOUR INTERIM DRIVERS IMPROVEMENT COURSE	09-26-2007	09-14 A1	07-01	CIRCUIT COURT CIVIL	19-14	No
1-07-06-Appointment of Court Accessibility Team	09-19-2007	07-05	07-1	COURT ADMINISTRATION	No	
1-07-03-Implementation of Complex Business Section Procedures	01-28-2007	07-03	07-01	CIRCUIT COURT CIVIL	No	

7/2014

Miami-Dade County Clerk - Civil / Probate Justice System - Docket Information

0 item(s) in Basket

[Home](#) [Online Services](#) [About Us](#) [Contact Us](#)

HARVEY RUVIN
CLERK of the COURTS
MAMI-DADE COUNTY, FLORIDA

Civil / Probate Justice System - Docket Information

[BACK TO SEARCH RESULTS](#)

ALL PARTIES

[START A NEW SEARCH](#)

US BANK (NA) vs WILLIAMS, LEROY

Click on BOOK/PAGE of a particular docket to see the image if it is available.

Case Number (Local): 2007-12407-CA-01

Dockets Retrieved: 48

Filing Date: 04/26/2007

Case Number (State): 13-2007-CA-012407-Q000001

Judicial Section: 32

Date	Book/Page	Docket Entry	Comments
04/07/2011		LETTER OF CORRESPONDENCE	FROM MACK L WELLS
11/04/2010		NO FURTHER JUDICIAL ACTION	ORDER FILED IN CASE # 00-8186 CA01 AND IN SHARE DRIVE
10/14/2010		MOTION	TO VACATE LAST ORDER & RETAIN ORIG ORDER
09/28/2010		MOTION TO VACATE DISMISSAL	
08/06/2010		TEXT	RETD ORIGINAL NOTE AND MORTGAGE
06/25/2010	27343 / 049 Pages 3	COURT ORDER	BK 27343 PG 0949 VACATING, DISMISSING, CXL SALE, RELEASE LIS PENDENS, ETC.
06/20/2010		MOTION	ATY 00071675 R 5058 TO DISMISS CASE CANCEL FORECLOSURE SALE, ETC.
06/18/2010		FINAL DISPOSITION DOCUMENT	
04/07/2010	27244 / 419 Pages 1	COURT ORDER	BK 27244 PG 419S OF DISMISSAL
04/07/2009	Judge 24661 11/14/08	TEXT	DISMISS FOR LACK OF PROSECUTION WITH PREJUDICE
09/09/2008		OBJECTION	TO WRITTEN DISCOVERY MTN TO STRIKE OR... ETC
09/09/2008		NOTICE	THAT PLAINTIFF HAS RESPONDED TO DEFENDANT.. ETC
08/15/2008		LETTER OF CORRESPONDENCE	FROM MACK WELLS TO DISMISS FR LACK OF PROSECUTION
08/15/2008		LETTER OF CORRESPONDENCE	FROM MACK WELLS TO DISMISS FOR LACK OF PROSECUTION
09/17/2007	25944 / 542 Pages 2	COURT ORDER	BK 25944 PG 10542 CANCELING FORECLOSURE SALE
09/14/2007		PROOF OF PUBLICATION	RUB DATE:
09/14/2007		PROOF OF PUBLICATION	RUB DATE: 08/31/2007
09/12/2007		MOTION	TO CANCEL FORECLOSURE SALE
09/10/2007		MOTION	ATY 06888888 R 145184 SET ASIDE JUDG AND RECONSIDER STAY

07/20/2007

Miami-Dade County Clerk - Civil Probate Justice System - Docket Information

09/10/2007	TEXT	\$50 FEE PD/RCPT #45184
08/30/2007	NOTICE OF SALE	WRITTEN REQUEST DISPUT VALIDITY OF ALLEGED LOAN.
08/24/2007	TEXT	
08/14/2007	CERTIFICATE OF MAILING	
08/13/2007	FINAL JUDGMENT	
08/13/2007	NOTICE OF FILING	ORIGINAL MORTGAGE AND ORIGINAL NOTE
08/13/2007	NOTICE OF FILING	AFFIDAVIT OF AMOUNTS DUE AND OWING
08/13/2007	TEXT	FINAL DISPOSITION FORM
08/09/2007 Pages: 0	25872 / 4163 FINAL JUDGMENT	SALE DATE: 09-14-2007 J5-491500-11 BK:25872 PG:4163 DN01 DN02 DN03 DN04
07/25/2007	DEFAULT	DN03
07/26/2007	NOTICE OF DEFAULT NOT ENTERED	DN01 DN02 E
07/19/2007	NOTICE OF HEARING	MOTIONS 08/09/2007 10:00 AM
07/19/2007	MOTION FOR DEFAULT	
07/19/2007	MOTION FOR SUMMARY JUDGMENT	
06/12/2007	NON-MILITARY AFFIDAVIT	
06/12/2007	SERVICE RETURNED	BADGE # 1552 P 05/23/2007 DN02
06/12/2007	SERVICE RETURNED	BADGE # 1552 P 05/12/2007 DN07
06/12/2007	TEXT	SUMMONS RTD NON SERVED UNK SPOUSE OF WILLIAMS
06/12/2007	SERVICE RETURNED	BADGE # 118 P 05/02/2007 DN03
06/12/2007	TEXT	SERVICE RTD SERVED TENANT
06/12/2007	TEXT	SERVICE RTD SERVED TENANT
06/06/2007	SERVICE RETURNED	BADGE # 1300 P 05/01/2007 DN04
06/06/2007	TEXT	OPPOS TO PINES MORT FORECLOSURE COMPLT ETC
05/23/2007	TEXT	WRITTEN REQU FORMAL PROTEST & DISPUTE ETC
04/30/2007 Pages: 1	25576 / 1873 ANSWER	ATTORNEY: 00314021 DN04 BK: 25576 PG: 1873
04/26/2007	COMPLAINT	
04/26/2007	CIVIL COVER	
04/26/2007	SUMMONS ISSUED	DN01 DN02 DN03 DN04

ALL PARTIES

START A NEW SEARCH

S0142977

Exh. F

Loan No: [REDACTED]

Mortgagee: LEROY WILLIAMS

Address: 15020 SOUTH RIVER DRIVE
MIAMI, FL 33167

Loan Amount: \$ 448,000.00

ALLONGE TO NOTE

PAY TO THE ORDER OF:

RESIDENTIAL FUNDING CORPORATION

WITHOUT RE COURSE

Assistant Secretary
Axiom Financial Services

PAY TO THE ORDER OF
U.S. Bank National Association as Trustee
WITHOUT RE COURSE
Residential Funding Corporation
Judy Faber
Judy Faber, Vice President

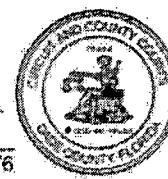
MEN # 100176105062733202
AMT 620017.0FF

WILLIAMS

Page 1 of 1

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that the foregoing is a true and
correct copy of the original on file in this
office November 18 AD 2021
HARVEY TUVIN, CLERK, of Circuit and County Courts.

Deputy Clerk /s/ Wilfred Clark e323263
28465376



Filing # 142403620 E Filed 01/21/2022 11:32:41 AM

Exhibit G

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2021-010826-CA-01

SECTION: CA25

JUDGE: Valerie R. Manno Schurr

MAURICE SYMONETTE

Plaintiff(s)

vs.

U.S. BANK NATIONAL ASSOCIATION (TR) et al

Defendant(s)

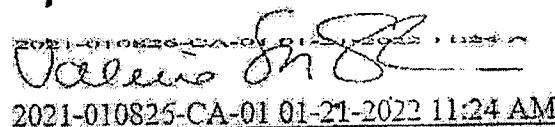
ORDER OF RECUSAL

THIS CAUSE, came before the Court sua sponte, and the Court being fully advised in the premises, it is hereby:

ORDERED AND ADJUDGED

1. That the undersigned Circuit Court Judge hereby recuses herself from further consideration of this case.
2. This case shall be reassigned to another section of the Circuit Civil Division in accordance with established procedures.

DONE and ORDERED in Chambers at Miami-Dade County, Florida on this 21st day of January, 2022.


2021-010826-CA-01 01-21-2022 11:24 AM

Hon. Valerie R. Manno Schurr

CIRCUIT COURT JUDGE

Electronically Signed

Case 1:23-cv-22848-JEM Document 1-2 Entered on FLSD Docket 07/31/2023 Page 207 of 300

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL ACTION

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005AHL3,
Plaintiff,

10-61928 CA.05

vs.

CASE NO.
DIVISION

LERoy WILLIAMS, THE UNKNOWN SPOUSE OF LEROY WILLIAMS, JAMES LITTLEJOHN
A/K/A JAMES L. JOLIN, HOKE WILLIAMS; ANY AND ALL UNKNOWN PARTIES CLAIMING BY,
THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE
NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN
INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; DEUTSCHE
BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FRANKLIN CREDIT TRUST SERIES I;
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR BY MERGER TO WACHOVIA
BANK, NATIONAL ASSOCIATION; MIAMI-DADE COUNTY; TENANT #1, TENANT #2, TENANT #3
and TENANT #4 the names being fictitious to account for parties in possession,

Defendant(s).

MORTGAGE FORECLOSURE COMPLAINT

Plaintiff, U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005AHL3, sue
Defendants, LEROY WILLIAMS, THE UNKNOWN SPOUSE OF LEROY WILLIAMS, JAMES LITTLEJOHN
A/K/A JAMES L. JOLIN, HOKE WILLIAMS; ANY AND ALL UNKNOWN PARTIES CLAIMING BY,
THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE
NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN
INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; DEUTSCHE BANK
NATIONAL TRUST COMPANY, AS TRUSTEE FOR FRANKLIN CREDIT TRUST SERIES I; WELLS
FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR BY MERGER TO WACHOVIA BANK,
NATIONAL ASSOCIATION; MIAMI-DADE COUNTY; TENANT #1, TENANT #2, TENANT #3 and
TENANT #4 the names being fictitious to account for parties in possession, and alleges:

COUNT I - MORTGAGE FORECLOSURE

1. This is an in rem action to foreclose a mortgage on real property located and situated in MIAMI-DADE County, Florida.
2. This firm has complied with the notice requirement of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq., as amended. The Notice(s) previously mailed by the firm is attached hereto and incorporated herein as an Exhibit.
3. On June 30, 2005, there was executed and delivered a Promissory Note ("Mortgage Note") and a Mortgage ("Mortgage") securing the payment of the Mortgage Note. The Mortgage was recorded on July 29, 2005, Official Records Book 23623 at Page 3231, of the Public Records of MIAMI-DADE County, Florida. (All subsequent

Exh. I Pg. 1

DAVE & CLERK
DADE COUNTY, FLA.
COURT
5498U
EX-155
X6
529
6408
D

Case 1:23-cv-22848-JEM Document 1-2 Entered on FLSD Docket 07/31/2023 Page 208 of 300

recording references are to the public records of MIAMI-DADE County, Florida) and mortgaged the real and personal property ("Property") described therein, then owned by and in possession of the Mortgagor(s). Copies of the original Mortgage Note and Mortgage are attached hereto and incorporated herein as an Exhibit.

4. Mortgagee shown on the Mortgage attached as an exhibit is the original Mortgagor. Plaintiff is now entitled to enforce Mortgage and Mortgage Note pursuant to Florida Statutes § 673.3011.

5. The Property is now owned of record by Defendant(s), LEROY WILLIAMS, JAMES LITTLEJOHN A/K/A JAMES L. JOLIN, and HOKE WILLIAMS.

6. The Mortgage Note and Mortgage are in default. The required installment payment of January 1, 2007, was not paid, and no subsequent payments have been made. The Mortgage is contractually due for the January 1, 2007, payment. The last payment received was applied to the December 1, 2006, installment, and no subsequent payments have been applied to the loan.

7. Plaintiff declares the full amount payable under the Mortgage Note and Mortgage to be now due.

8. Plaintiff must be paid \$448,000.00 in principal on the Mortgage Note and Mortgage, together with interest from December 1, 2006, late charges, and all costs of collection including title search expenses for ascertaining necessary parties to this action and reasonable attorney's fees.

9. All conditions precedent to the acceleration of the Mortgage Note and foreclosure of the Mortgage have been performed or have occurred.

10. Plaintiff has retained the law firm of Florida Default Law Group, P.L., in this action and is obligated to pay it a reasonable fee for its services in bringing this action as well as all costs of collection.

11. The interests of each Defendant are subject, subordinate, and inferior to the right, title, interest, and lien of Plaintiff's Mortgage with the exception of any special assessments that are superior pursuant to Florida Statutes § 159 (2006) and Florida Statutes § 170.09 (2006).

12. THE UNKNOWN SPOUSE OF LEROY WILLIAMS may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of homestead rights, possession, or any right of redemption, or may otherwise claim an interest in the Property.

13. DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FRANKLIN CREDIT TRUST SERIES I may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Mortgage recorded in Official Records Book 23623, Page 3251; an Assignment of Mortgage recorded in Official Records Book 25259, Page 4220; an Assignment of Mortgage recorded in Official Records Book 26765, Page 4470, or may otherwise claim an interest in the Property.

14. WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR BY MERGER TO WACHOVIA BANK, NATIONAL ASSOCIATION may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Home Equity Line of Credit Mortgage recorded in Official Records Book 26023, Page 4882, or may otherwise claim an interest in the Property.

15. MIAMI-DADE COUNTY may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Code Enforcement Lien recorded in Official Records Book 27018, Page 326; a Code

Case 1:23-cv-22848-JEM Document 1-2 Entered on FLSD Docket 07/31/2023 Page 209 of 300

Enforcement Lien recorded in Official Records Book 26866, Page 3536; a Code Enforcement Lien recorded in Official Records Book 26371, Page 4436; a Code Enforcement Lien recorded in Official Records Book 25988, Page 2508; a Code Enforcement Lien recorded in Official Records Book 25813, Page 2466, or may otherwise claim an interest in the Property.

16. TENANT #1, TENANT #2, TENANT #3 and TENANT #4, the names being fictitious to account for parties in possession may claim some interest in the Property that is the subject of this foreclosure action by virtue of an unrecorded lease or purchase option, by virtue of possession, or may otherwise claim an interest in the Property. The names of these Defendants are unknown to the Plaintiff.

WHEREFORE, Plaintiff requests that the Court ascertain the amount due Plaintiff for principal and interest on the Mortgage Note and Mortgage and for late charges, abstracting, taxes, expenses and costs, including attorney's fees, plus interest thereon; that if the sums due Plaintiff under the Mortgage Note and Mortgage are not paid immediately, the Court foreclose the Mortgage and the Clerk of the Court sell the Property securing the indebtedness to satisfy Plaintiff's mortgage lien in accordance with the provisions of Florida Statutes §45.031 (2006); that the rights, title and interest of any Defendant, of any party claiming by, through, under or against any Defendant named herein or hereafter made a Defendant be forever barred and foreclosed; that the Court appoint a receiver of the Property and of the rents, issues, income and profits thereof, or in the alternative, order sequestration of rents, issues, income and profits pursuant to Florida Statutes §697.07 (2006); and that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency decree, when and if such deficiency decree shall appear proper, if borrower(s) has not been discharged in bankruptcy.

COUNT H - REFORMATION - Mortgage

17. This is an action to reform a Mortgage, which has been recorded in the Public Records of MIAMI-DADE County, Florida. This is an equitable action with no adequate remedy at law.

18. At all times material to this cause, LEROY WILLIAMS, A SINGLE MAN owned real property in MIAMI-DADE County, Florida, described as follows:

LOT 105, BISCAYNE GARDENS SECTION F PART I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 46, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

This is evidenced by the true and correct copy of the Warranty Deed in the Official Records Book 23623 at Page 3230 attached hereto as an Exhibit.

19. On June 30, 2005, LEROY WILLIAMS, AN UNMARRIED MAN executed and delivered to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR AXIOM FINANCIAL SERVICES a Mortgage that was recorded on July 29, 2005 in Official Records Book 23623, Page 3231 of the Public Records of MIAMI-DADE County, Florida. A true and correct copy of the Mortgage is attached hereto as an Exhibit.

20. Inadvertently, and contrary to the clear intentions of the parties to the Mortgage, a scrivener's error resulted from mutual mistake. Consequently, the legal description contained the following underlined and highlighted error:

LOT 105, BISCAYNE GARDENS SECTION F PART I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGE 4S, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

PAGE 4S-SHOULD BE PAGE 46

21. Based on these errors, the document does not accurately reflect the intentions of the parties to the Mortgage.
22. Equity requires that the Court reform the legal description to conform with the first legal description referenced in this Count.
23. The reformation sought will not prejudice any parties to this action.

WHEREFORE, the Plaintiff requests that the Court reform the legal description in the Mortgage to correct the scrivener's error and to reflect the true intentions of the parties.

Florida Default Law Group, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
(813) 251-4766

By: 
Robert Schneider
Florida Bar No. 52854
David M. Borrego
Florida Bar No. 36844
Ronald E. Pereira
Florida Bar No. 597872

GIMAC-CONV-R-UNASSIGNED

FORM 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTERESTS

2008

Auto. 380380172-P2-16
 Hon. Valerie R. Manno-Schurr
 Circuit Judge
 Judicial Circuit (11TH)
 Elected Constitutional Officer
 Dade County Courthouse Rm 1105
 73 W Flagler St
 Miami, FL 33130-1731

FOR OFFICE USE ONLY

COMMISSION ON ETHICS
DATE RECEIVED

JUN 26 2008

PROCESSED



ID No. 210380

Cont. Code:

P Reg. Code:

Manno-Schurr, Valene R.

CHECK IF THIS IS A FILING BY A CANDIDATE **PART A - NET WORTH**

Please enter the value of your net worth as of December 31, 2008, or a more current date. (Note: Net worth is not calculated by subtracting your reported liabilities from your reported assets, so please see the instructions on page 3.)

My net worth as of December 31, 2008, was \$ 2,360,357.00

2,360,357.00

PART B - ASSETS**HOUSEHOLD GOODS AND PERSONAL EFFECTS**

Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000. This category includes any of the following, if not held for investment purposes: jewelry; collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use.

The aggregate value of my household goods and personal effects (dec. 1 above) is \$ 150,000.00

150,000.00

ASSETS INDIVIDUALLY VALUED AT OVER \$1,000: DESCRIPTION OF ASSET (specific description is required - see instructions p. 4)	VALUE OF ASSET
Home located in Miami-Dade (Former Residence)	\$ 100,000.00
Home located in Miami-Dade (Residence)	\$ 240,000.00
Mail Colorado Condominium / Lake City, Colorado	\$ 300,000.00
Bank Accounts Stocks Funds / Ocean Accounts	\$ 600,000.00
Wicard 2001-2 300 ml	\$ 25,000.00

PART C - LIABILITIES**LIABILITIES IN EXCESS OF \$1,000:**

NAME AND ADDRESS OF CREDITOR	AMOUNT OF LIABILITY
GMAI Mortg Co (Temp Incorp) P.O. Box 600, 119 Louisville, Ky.	\$ 1,438.00
GMAI Mortg Co (Residence) 2nd flr 119 P.O. Box 4624 Winter Haven	\$ 995,000.00
Wells Fargo Home Mortgage (Temp Incorp) 110 Box 680769 Dallas, TX	\$ 120,000.00
Wingate Auto Credit Bank (Mercedes) P.O. Box 182579 Columbus, Ohio 43216-2579	\$ 9,205.00

JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:

NAME AND ADDRESS OF CREDITOR	AMOUNT OF LIABILITY

Exh. K Pg. 1
Ex-3 pg. 1

AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD SUITE 350
AUSTIN TX 78759-5867



Dec. 1, 2006

LEROY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI FL 33167

PAYMENT DESCRIPTION

Bank: WACHOVIA BANK, NA
Bank Account Number: *****0274
Date of Transaction: Nov.30,2006
Payable To: AXIOM FINANCIAL SERVICES
Amount of Payment: \$2286.67
Customer Reference: 0001920274

Dear LEROY WILLIAMS:

Based on your authorization during our telephone conversation at 9:45 A.M. Nov. 30, 2006, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you requested. Included in the payment amount is the \$8.00 service fee that you also authorized.

If you have questions, or wish to make corrections to the information listed above, please contact Collection Department, at 188-832-7990.
Thank you for your business.

AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD SUITE 350
AUSTIN, TX 78759-5867

Important Information
Don't give out your bank account information over the phone unless you know the company and understand why the information is necessary.
This is not a bill. Do not mail payment.
Retain this letter for your records.

Exh. K pg.2

~~Exh. K pg.2~~

AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD SUITE 350
AUSTIN TX 78759-5867



Jan. 1, 2006

LEROY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI FL 33167

PAYMENT DESCRIPTION

Bank: WA
Bank Account Number: ***
Date of Transaction: Dec.

Payable To: AXIOM FINANCIAL SERVICES
Amount of Payment: \$2286.67

Customer Reference: 0001920274

Dear LEROY WILLIAMS:

Based on your authorization during our telephone conversation at 9:20 A.M. Dec. 31, 2006, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you requested. Included in the payment amount is the \$8.00 service fee that you also authorized.

If you have questions, or wish to make corrections to the information listed above, please contact Collection Department, at 188-832-7990.
Thank you for your business.

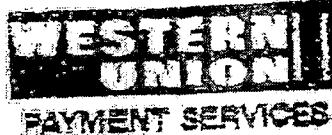
AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD SUITE 350
AUSTIN TX 78759-5867

Important Information

Don't give out your bank account information over the phone unless you know the company and understand why the information is necessary.
This is not a bill. Do not mail payment.
• Retain this letter for your records.

Exh K Pg 3
[REDACTED]

AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD SUITE 350
AUSTIN TX 78759-5867



Feb. 1, 2007

LEROY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI FL 33167

(Information included by request of the customer)

PAYMENT DESCRIPTION

Bank: WACHOVIA BANK, NA
Bank Account Number: 0000000274
Date of Transaction: Jan. 31, 2007
Payable To: AXIOM FINANCIAL SERVICES
Amount of Payment: \$2286.67
Customer Reference: 0001920274

Dear LEROY WILLIAMS:

Based on your authorization during our telephone conversation at 9:00 AM Jan. 31, 2007, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you requested. Included in the payment amount is the \$8.00 service fee that you also authorized.

If you have questions, or wish to make corrections to the information listed above, please contact Collection Department, at 188-632-7990.
Thank you for your business.

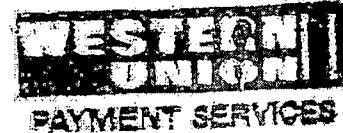
AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD SUITE 350
AUSTIN TX 78759-5867

Important Information:

Don't give out your bank account information over the phone unless you know the company, and keep a copy of the information in your records.
This is not a bill. Do not mail payment.
Retain this letter for your records.

Exh. K Pg. 4
[REDACTED]

AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD SUITE 350
AUSTIN TX 78759-5867



Feb. 1, 2007

LEROY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI FL 33167

[REDACTED]

PAYMENT DESCRIPTION

Bank: WACHOVIA BANK, NA
Bank Account Number: 1234567890274
Date of Transaction: Jan 31, 2007

Payable To: AXIOM FINANCIAL SERVICES
Amount of Payment: \$2286.57

Customer Reference: 0001920274

Dear LEROY WILLIAMS:

Based on your authorization during our telephone conversation at 9:00 A.M. Jan. 31, 2007, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you requested. Included in the payment amount is the \$8.00 service fee that you also authorized.

If you have questions, or wish to make corrections to the information listed above, please contact Collection Department, at 1888-832-7990.
Thank you for your business.

AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD, SUITE 350
AUSTIN TX 78759-5867

Important Information:
Do not give out your bank account information over the phone unless you know the company and understand why the information is necessary.
This is not a bill. Do not mail payment.
Retain this letter for your records.

Exhibit Pg 5

AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD SUITE 350
AUSTIN TX 78759-5867



Mar. 1, 2007

LEROY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI FL 33167

PAYMENT DESCRIPTION

Bank: WACHOVIA BANK, NA
Bank Account Number: *****0274
Date of Transaction: Feb. 28, 2007
Payable To: AXIOM FINANCIAL SERVICES
Amount of Payment: \$2286.67
Customer Reference: 0001920274

Dear LEROY WILLIAMS,

Based on your authorization during our telephone conversation on 2/27/07, we have initiated an automated clearing house (ACH) debit transaction amount of two thousand above from your specified bank account to make the payment that you requested. The amount of the payment is the \$8.00 service fee that you authorized.

If you have questions, or wish to make corrections to the payment, please phone and contact Collection Department, at 1888-832-7999.

Thank you for your business.

AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD SUITE 350
AUSTIN TX 78759-5867

Do not enter our bank account information using the Internet or e-mail.
This may compromise your financial information.
Return this paper to us if you do.

Exh.K pg 6

Axiom Financial Services
10900 Stone Lake Blvd Suite 350
Austin Tx 78759-5867



April 12, 2007

LEROY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI, FL 33167

lwilliams@msn.com

PAYMENT DESCRIPTION

Bank:

WACHOVIA BANK, NA.

Bank Account Number:

*****0274

Date of Transaction:

March 30, 2007

Payable To:

Axiom Financial Services

Amount of Payment:

\$2286.67

Customer Reference:

0001920274

Dear LEROY WILLIAMS:

Based on your authorization during our telephone conversation at 11:51 A.M., March 30, 2007, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account, to make the payment that you requested. Included in the payment amount is the \$8.00 service fee that you also authorized.

If you have questions, or wish to make corrections to the information listed above, please contact Collection Department, at 188-552-7990.
Thank you for your business.

Axiom Financial Services
10900 Stone Lake Blvd Suite 350
Austin Tx 78759-5867

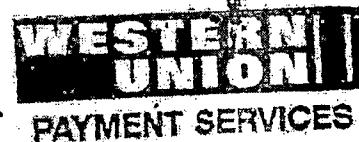
Important Information:
Don't give out your bank account information over the phone unless you know the company and understand why the information is necessary.

This is not a bill. Do not mail payment.
Retain this letter for your records.

004730A0116330

Exh K Pg. 7

Axiom Financial Services
10900 Stone Lake Blvd Suite 350
Austin Tx 78759-5867



May 1, 2007

LEROY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI, FL 33167

PAYMENT DESCRIPTION

Bank:	WACHOVIA BANK, NA
Bank Account Number:	*****0474
Date of Transaction:	April 30, 2007
Payable To:	Axiom Financial Services
Amount of Payment:	\$2286.67
Customer Reference:	0001920274

Dear LEROY WILLIAMS:

Based on your authorization during our telephone conversation at 10:00 A.M., April 30, 2007, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you requested. Included in the payment amount is the \$8.00 service fee that you also authorized.

If you have questions, or wish to make corrections to the information listed above, please contact Collection Department, at 188-832-7990.
Thank you for your business.

Axiom Financial Services
10900 Stone Lake Blvd, Suite 350
Austin Tx 78759-5857

Important Information
Don't give out your bank account information over the phone unless you know the company and understand why the information is necessary.

This is NOT a bill. Do not mail payment.
Retain this letter for your records.

004730A0116730

Exh.K pg.8

Axiom Financial Services
10900 Stone Lake Blvd Suite 350
Austin Tx 78759-5867



June 1, 2007

LEROY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI FL 33167
~~Initials below Initials~~

PAYMENT DESCRIPTION

Bank:	WACHOVIA BANK, NA
Bank Account Number:	444440274
Date of Transaction:	May 30, 2007
Payable To:	Axiom Financial Services
Amount of Payment:	\$2286.67
Customer Reference:	0001920274

Dear LEROY WILLIAMS:

Based on your authorization during our telephone conversation at 10:38 A.M., May 30, 2007, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you requested. Included in the payment amount is the \$8.00 service fee that you also authorized.

If you have questions, or wish to make corrections to the information listed above, please contact Collection Department, at 188-832-7990.
Thank you for your business.

Axiom Financial Services
10900 Stone Lake Blvd Suite 350
Austin Tx 78759-5867

Important Information
Don't give out your bank account information over the phone unless you know the company and understand why the information is necessary.

This is not a bill. Do not mail payment.
Retain this letter for your records.

004730A0116730

Filing # 65341895 E-Filed 12/13/2017 01:30:51 PM

Exh. L pg. 1

CURTIS HENRICK
ADMITTED IN FLORIDA
JESSICA J. FAGEN
ADMITTED IN FLORIDA

BROCK
& SCOTT
PLLC

1941 N.W. 10TH STREET, SUITE 200
FT. LAUDERDALE, FL 33309
954-618-6955
FAX 954-618-6949

THOMAS E. BROCK
ADMITTED IN NORTH CAROLINA
GREGORY A. SCOTT
ADMITTED IN SOUTH CAROLINA
JAMES P. BONNER
ADMITTED IN SOUTH CAROLINA

December 12, 2017

The Honorable John Schlessinger
Miami-Dade County Courthouse

Re: U.S. Bank, National Association, as Trustee for RASC 2005AHL3 v. Hoke Williams.

Case No.: 2010-61928-CA-01
File No.: 13-EU2868

The Honorable Judge Schlessinger,

Pursuant to your Honor's instructions from the Non-Jury Trial that took place on November 29, 2017, enclosed please find a copy of Plaintiff's Trial Memorandum.

Thank you for your time, consideration and cooperation in this matter.

Respectfully,

Willmae LaCroix, Esq.
FL Court Docs@brookandscott.com
(954) 618-6955 x6151

Enclosures:

Exh. L pg. 2

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

U.S. Bank, National Association, as Trustee for
RASC 2005AHL3,

GENERAL JURISDICTION DIVISION

Case No. 2010-61928-CA-01.

Plaintiff,

vs.

Leroy Williams; The Unknown Spouse of Leroy Williams; Littlejohn a/k/a James L. Jolin, James; Unknown Spouse of James Littlejohn AKA James L. Jolin; Hoke Williams; Unknown Spouse of Hoke Williams; Mack Wells; Unknown Spouse of Mack Wells; Curtis McNeil; The Unknown Spouse of Curtis McNeil; Symonette Limited Partnership; Deutsche Bank National Trust Company, as Trustee for Franklin Credit Trust Series I; Miami-Dade County, Florida; State of Florida, Department of Revenue; Unifund CCR Partners, G.P.; Suntrust Bank; City of North Miami (City);

Defendants.

PLAINTIFF'S TRIAL MEMORANDUM

Plaintiff, U.S. Bank, National Association, as Trustee for RASC 2005AHL3, by and through the undersigned counsel, hereby files its Trial Memorandum, pursuant to this Court's Trial Order dated November 29, 2017 and further states as follows:

Whether Plaintiff's Prior Foreclosure Case No. 2007-12407-CA-01 was Dismissed with Prejudice, And Whether there contained an Order Precluding Plaintiff from re-filing a Foreclosure Action on the subject Note and Mortgage.

1. Plaintiff's filed this current Foreclosure action on December 06, 2010 on the subject Note and Mortgage.
2. On said action, all Defendants were properly served.
3. At the Trial that occurred on November 29, 2017, Defendants, brought forth an allegation that the Court on a prior foreclosure action, case No. 2007-12407-CA-01, entered an Order Dismissing the Foreclosure Action with Prejudice and precluding Plaintiff from filing any other action on the subject Note and Mortgage.

Exh. L pg.3

4. Defendants allegation is without merit. Defendants are correct, in that there was a previous foreclosure action filed on April 26, 2007, case No. 2007-12407-CA-01. However, Defendants are incorrect in their allegations that an Order was entered precluding Plaintiff from instituting further Foreclosure action on the subject Note and Mortgage.
5. In respect to Case No. 2007-12407-CA-01, on August 9, 2007, this Court entered Final Judgment in Plaintiff's favor. The sale of the property was scheduled to occur on September 14, 2007. Attached hereto as Exhibit "A" the Final Judgment.
6. The Original Note and Mortgage was filed on August 13, 2007.
7. Subsequent to the entry of the Final Judgment of Foreclosure, a Motion was filed on September 12, 2007, to Cancel the Foreclosure sale that was scheduled for September 17, 2007. An Order was entered on September 17, 2007, canceling the Foreclosure Sale. Attached hereto as Exhibit "B", Order Canceling Sale.
8. After the cancellation of the Foreclosure Sale, Defendant, Mack Wells on August 15, 2008 filed a Motion to Dismiss the action due to Lack of Prosecution. The Court Docket reflects that on September 9, 2008, a Notice was filed by Plaintiff responding to Defendant, Mack Wells Motion to Dismiss for Lack of Prosecution.
9. Nevertheless, on April 07, 2010, this Court entered an Order Dismissing Case No. 2007-12407-CA-01, With Prejudice for Lack of Prosecution. Attached hereto as Exhibit "C", Order Dismissing Case for Lack of Prosecution.
10. The Dismissal that was entered on April 07, 2010, on Case No. 2007-12407-CA-01 was only due to Lack of Prosecution.
11. On June 20, 2010, Plaintiff's counsel the time, filed a Motion to Dismiss the Case, Cancel Foreclosure Sale, Cancel Notice of Lis Pendens, And Setting Aside Final Summary Judgment. On June 25, 2010, this Court entered an Order Granting the Dismissal of the Case. The Order further states that Plaintiff's Action was dismissed Without Prejudice and that Plaintiff retain future rights to bring an action to foreclose the mortgage, which is the subject of the instant action. Attached hereto as Exhibit "D", Order of Dismissal Dated June 25, 2010.
12. On October 14, 2010, a Motion was filed to Vacate the Last Order of Dismissal, entered on June 25, 2010 and retained the initial Dismissal Order entered on April 07, 2010. On

Exh. L pg. 4

November 4, 2010, the Clerk's docket indicates, "No Further Judicial Action", was needed, as such the Dismissal Order that was entered on June 25, 2010 that dismissed Case No. 2007-12407-CA-01 Without Prejudice and retains, Plaintiff's right to seek further foreclosure action on the same Note and Mortgage remained in effect.

13. The Dismissal with Prejudice Order that was entered on April 4, 2010 that Defendants keep referring too, was no longer in effect, once the Court entered the June 25, 2010 Dismissal Order. That Order took precedent and no other Order of Dismissal is in place for Case No. 2007-12407-CA-01.
14. Defendants' allegation that an Order was entered barring Plaintiff from filing further actions on the same Note and Mortgage because Plaintiff failed to comply with a Request by the Court for Plaintiff to file the Note and Mortgage, is incorrect. It is clear that Defendants misinterpreted what occurred in the prior matter. There exist no Dismissal Order that precludes Plaintiff from filing a new action on the subject Note and Mortgage,
15. Plaintiff properly filed this instant action, as such Defendants allegation has no merits and nothing precludes Plaintiff from proceeding with this subject Foreclosure action.

Whether Plaintiff's Current Action is Barred by Statute of Limitation:

Defendants allege that Plaintiff's current Foreclosure action is barred by the five (5) year statute of limitation. Defendants allegation is misinterpreting. Defendants allegation is based on a dismissal of a prior action to foreclose the subject Mortgage Loan, Case No. 2007-12407-CA-01, in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida (the "Prior Foreclosure Action"). While, Defendants are correct that the prior action was dismissed. The prior action was dismissed without prejudice. Furthermore, the Dismissal Order entered on June 25, 2010, in Case No. 2007-12407-CA-01, not only retained Plaintiff's future rights to foreclose on the same Note and Mortgage, Plaintiff also filed this current action well within the (5) year time-frame of both the default of the loan contract which was January 1, 2007 and the

CFN 2007R0432062 OR BK 25576 Pg 18737 (1pg)
RECORDED 04/30/2007 09:57:45
HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA
CIVIL ACTION

US BANK, N.A.,

Plaintiff

vs.

DIVISION

07-12407CA 32

SPACE FOR RECORDING ONLY F.S.5695.26

1. LEROY WILLIAMS; THE UNKNOWN SPOUSE OF LEROY WILLIAMS; MARK WELLS;
ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST
THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD
OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS
SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; FRANKLIN CREDIT
MANAGEMENT CORPORATION; CITY OF NORTH MIAMI; TENANT #1, TENANT #2,
TENANT #3, and TENANT #4 the names being fictitious to account for parties in possession

Defendant(s).

NOTICE OF LIS PENDENS

To the above-named Defendant(s) and all others whom it may concern:

You are notified of the institution of this action by the above-named Plaintiff, against you seeking to foreclose a
mortgage recorded in Official Records Book 23623, Page 3231, on the following property in DADE County, Florida:

LOT 105, BISCAYNE GARDENS SECTION F PART 1, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 44, PAGE 46, OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA.

Dated this 25 day of April, 2007.

Echevarria, Codilis & Stawiarski
P.O. Box 25018
Tampa, Florida 33622-5018
(813) 251-4766

By:

Nikolay Kolev
FLORIDA BAR NO. 0028005
E.Tyler Samsing
FLORIDA BAR NO. 0028380

FIDHOMEOMIN-CONV-R-mherrera

Exh. N

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005AHLJ,

Plaintiff,

vs.

LERoy WILLIAMS , et al.

CASE NO.:
DIVISION:

10-61928-OA 05

Defendant(s),

PLAINTIFF'S CERTIFICATION SETTLEMENT AUTHORITY
(Residence Is Not Homestead)

In compliance with Administrative Order 2010-03 A1, the undersigned attorney certifies that following person or entity has full authority to negotiate a settlement of this case with the borrower without further consultation:

SEE CHART
1400 Virginia Drive
Fort Washington, PA 19034
Telephone:
Fax:
Email:
File Number: F10051160

F11 ED FOR RECORD
2010 DEC 26 AM 11:00
CLERK & CLERK'S STAFF
CIRCUIT & JUDGE COURT
MIAMI-DADE COUNTY, FLA
SPECIALIZING

Notice to Defendants: Because of privacy laws and rules, the plaintiff will only be able to negotiate a modification of the loan with the named borrower on the underlying debt.

I certify a copy of this certification was served on defendants with the summons.
Dated this 20 day of November, 2010.

Florida Default Law Group, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
(813) 251-4766

By: Robert Schneider
Robert Schneider
Florida Bar No. 52854
David M. Borrego
Florida Bar No. 36844
Ronald E. Pereira
Florida Bar No. 597872

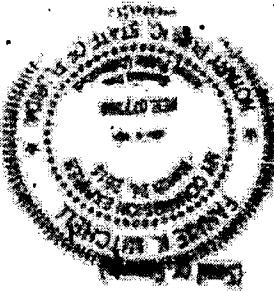
F10051160

Outclaim Dead:

MILWAUKEE COUNTY, CLERK OF COURT
MILWAUKEE COUNTY, TAX D. 66

CCFH 2014R0447483
UR 06/29/2013 P# 22267 - 78381 12M
RECD/RCO 06/29/2014 16:08:31:51
REF ID: 00116X000

A horizontal strip of dark material, possibly a binding or endpaper, showing a series of small, rectangular holes along its left edge.



18740

1-06-2013

RECEIVED
FLORIDA DEPARTMENT OF HOMELAND SECURITY
18740

2.9.

EXH. P1

When recorded return to:

Exh. P2.

?Pg. 1

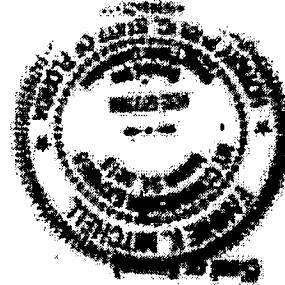
Quitclaim Deed:

THIS QUITCLAIM DEED, executed this 22 day of January, 2013, by first party, Gector, Boss Group MINISTRIES (a tax exempt non-profit organization) whose post office address is 15230 S. River Dr. Miami, FL 33167 to second party, Maurice Symonette whose post office address is 15230 S. River Dr. Miami, FL 33167.

WITNESSETH, That the said first party, for good consideration and for the sum of TEN DOLLARS Dollars (\$10.00), paid by the said second party, the receipt whereof is hereby acknowledged, does hereby release, release and quitclaim unto the said second party forever all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Broward, State of Florida.

Legal Description 22 52 41 1.19 PR AB
44-416 Bunnings Garden SEE F Part 1 lot
105 Lot Size 100.000 X 515

Folio Number: 30 21030 22105D.



MAO

1-26-2013

of whom instrument was executed) to be the fee and remuneration of such party for his use and services rendered in the
recording, filing, or
(name of party or record
holder, trustee, etc.) of
this instrument to execute this instrument and acknowledge it as
was acknowledged before me, and said person acknowledged that he has signed this instrument in each several place where
each who appears and/or signs below is the person
(name of person) to the per-
sonality that I know of have voluntarily evidence that

County of Broward County
State of Florida

2nd witness James J. Murphy 3880 NE 165th St Miami FL 33160
Address of witness 1520 S. River Dr. Ft. Lauderdale FL 33316

Printed Name of First Party / Maurice Shiner

Signature of First Party
Maurice Shiner

Printed Name of Witness Curtis McNease

Signature of Witness C.M.

In witness whereof, the said last party has signed and sealed these presents the 23rd day of November in the year 2013 above written, at
sealed and delivered in presence of

R.2

Exh. P1

Assessor's Property Tax Factor/Account Number(s)

Entered by Michael Wells 1500 South 22nd Avenue Ft. Lauderdale

1150 S. 22nd Ave.

CFN 2005R0731945
DR Bk 23572 Pgs 3964 - 3965 (2pgs)
RECORDED 07/14/2005 14:45:39
DEED DOC TAX 4.20
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Exh. P4

Pg. 1

Pg. 1

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8th day of July
(year), 2005

by first party, Grantor, Leroy Williams

whose post office address is 15020 South River Drive
Miami Florida 33167

to second party, Grantee, James Littlejohn, Leroy Williams, and Hoke Williams

whose post office address is 15020 South River Drive Miami Fl 33167

James Littlejohn can buy, sell, refinance, or quit claim this property without other owners
everything concerning this property must be done through James Littlejohn

WITNESSETH, That the said first party, for good consideration and for the sum of

One thousand Dollars (\$ 1000) paid by the said second
party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim
unto the said second party forever, all the right, title, interest and claim which the said first party
has in and to the following described parcel of land, and improvements and appurtenances there-
to in the County of Dade, State of Florida to wit:

LOT 105 BISCAYNE GARDENS SECTION F PART 1(ONE)
according to the plat thereof as recorded in Plat Book 44 page
46 of the Public Records of Miami Dade County, Florida

Parcel Identification Number: 30-2123-022-1050

When recorded return to:

Quitclaim Deed

Exh. P3
Pg. 1

THIS QUITCLAIM DEED, executed this 26 day of JANUARY, 2013,
by first party, Grantor, MAURICE SYMONETTE,
whose post office address is 15020 S. RIVER DR. MIAMI FLA. 33167
to second party, Grantee, MAURICE SYMONETTE, MACK WELLS AND CURTIS MC NEAL,
whose post office address is 15020 S. RIVER DR. MIAMI FLA. 33167.

WITNESSETH, That the said first party, for good consideration and for the sum of TEN Dollars Dollars (\$ 10.00),
paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the
said second party forever, all the right, title, interest and claim which the said first party has in and to the following described
parcel of land, and improvements and appurtenances thereto in the County of Miami Dade,
State of Florida, to wit:

Legal Description 22 52 41 1/19 AC PB
44-46 BISCAYNE GARDENS SEC F PART 1 Lot
105 Lot Size 100.000 X 515.

Folio Number 30 21230221050

Exh. P3
Pg. 2

Assessor's Property Tax Parcel//Account Number(s):

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed,
sealed and delivered in presence of:

Signature of Witness:

Clyde McPhatter

Printed Name of Witness:

Clyde McPhatter

Signature of First Party:

Maurice Symonette

Printed Name of First Party:

Maurice Symonette

Address of Witness:

15020 S. River Dr. Miami FLA 33167

Second witness:

James Littlejohn 1977 NE 119th rd.

James Littlejohn Miami, FLA 33181

State of Florida

County of Miami-Dade

] ss.

I certify that I know or have satisfactory evidence that _____ (name of person) is the per-
son who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she)
was authorized to execute the instrument and acknowledged it as _____ (name of party on behalf
(officer, trustee, etc.) of _____ (name of party on behalf
of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

1-26-2013

Jeanne Ditchell



Exh. P4

Pg. 2

Quist Claimed to James Littlejohn, Leroy Williams, and Hoke Williams on pg. 1

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Steve Cruz

Signature of Witness

Steve Cruz

Print name of Witness

Billy Williams

Signature of Witness

Billy Williams

Print name of Witness

Leroy Williams

Signature of First Party

Leroy Williams

Print name of First Party

Signature of First Party

Print name of First Party

State of

County of

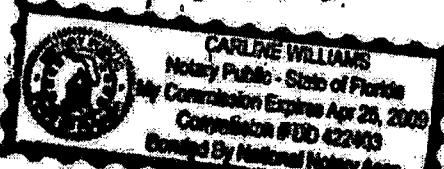
On 7/8/2005 before me,appeared X Leroy Williams

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carlene Williams

Signature of Notary

July 8 2005

State of

County of

On

appeared.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

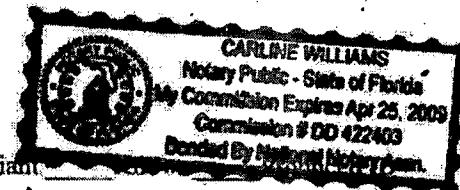
Carlene Williams

Signature of Notary

Affiant _____ Known _____ Produced ID _____

Type of ID Lic _____

(Seal)



Affiant _____

Type of ID Lic _____

(Seal)

13040 NW 5th

Address of Preparer

Pembroke Pines Fl 33028

City, State, Zip

Print name of Preparer

Contact/Case # 70240614700577

Exh.Q

J. May
DISTRICT/UNIT

Offense Report
 Crash Report
 Contact Only—
No Report Written



TELEPHONE

6/14/24

DATE REPORTED



Date/Time of Contact

10/16/09 0:00pm

An Internationally
Accredited
Police Agency CASE REPORT CONTACT INFO

Accident reports will be available for purchase by you or your insurance company at www.AuthorizeTransaction.com. A copy of this report may also be obtained from the Central Records Bureau of the Miami-Dade Police Department, 9105 N.W. 25 St., Miami, Florida 33172, from Monday through Friday, 8:00 a.m. to 5:30 p.m. It is suggested you call (305) 471-2085 to verify that it is available for release. No other information will be given over the telephone in reference to the report. Reports may also be obtained by mailing a stamped, self-addressed envelope with your request, to the above address.

32-15-01-60
11A-01-432 Rev. 7/10*15020 S. River Dr.*

Address of Occurrence

OCT-12-2005 14:51

DEPARTMENT OF STATE

850 245 6259 P.02

OATH OF OFFICE

Exh.R pg.1

STATE OF FLORIDA

COUNTY OF Miami-Dade

I, DO SOLEMNLY SWEAR (OR AFFIRM) that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

the office of Circuit Judge, Eleventh Judicial Circuit, Group 76
on which I am now about to enter, so help me God.

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE
FOREGOING OATH AND THAT THE FACTS STATED IN IT ARE TRUE.**

(1)

Signature

October 14, 2005

Date Signed

ACCEPTANCE

SECRETARY OF STATE
500 South Bronough Street, Room 316
TALLAHASSEE, FLORIDA 32399-0250

I accept the office of Circuit Judge, Eleventh Judicial Circuit, Group 76. The above is the oath of office taken by me. In addition to the above office I also hold the office of N/A.

My mailing address is: home office

(2)

Street or Post Office Box

City, State, Zip Code

(3)

Sign as you desire commission issued

SPENCER EIG

Print or type name as signed above

Person taking oath signs on line (1) above. Sign acceptance on line numbered (3) after giving address on line (2).

DS-DE 06 (rev.2/04)

OATH OF OFFICE
STATE OF FLORIDA

Exh.R pg.2
FILED

County of Miami - Dade

09 SEP 13 AM 11:35

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State; ~~and~~ and that I will well and faithfully perform the duties of

Circuit Judge

(Office)

on which I am now about to enter, so help me God.

[Signature]

[Signature]

Sworn to and subscribed before me this 12 day of September 2008

[Signature]

Signature of Officer Administering Oath or of Notary Public - State of Florida

Carl R. Rodon

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known

OR

Produced Identification

Type of Identification Produced _____

ACCEPTANCE

I accept the office of

Circuit Judge

The above is the Oath of Office taken by me.

In addition to the above office I also hold the office of

None

Mailing Address:

Home

Office

Signature:

1351 N.W. 12th Street

Street or Post Office Box

Spencer Eig

Print name as you desire commission issued

Miami, FL 33125

City, State, Zip Code

Signature:

Exh.R pg.3

OATH OF OFFICE

(Art. II, § 5(b), Fla. Const.)

STATE OF FLORIDACounty of Miami-DadeRECEIVED
FLORIDA DEPARTMENT OF STATE
2014 OCT 29 AM 10:25RECEIVED
FLORIDA DEPARTMENT OF STATE
2014 OCT 29 AM 10:25

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

Circuit Judge

(Title of Office)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words "so help me God." See § 92.52, Fla. Stat.]

Sig
Signature

Sworn to and subscribed before me this 7 day of

October, 2014Alina M. MacCormack
Signature of Officer Administering Oath or of Notary PublicAlina M. MacCormack
Print, Type, or Stamp Commissioned Name of Notary PublicPersonally Known OR Produced Identification

Type of Identification Produced _____

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: Home Office

Street or Post Office Box

City, State, Zip Code

Spencer E. Eig
Print name as you desire commission issued

Signature

**Exh R
RECEIVED**

2020 AUG 10 AM 10:33

DIVISION OF ELECTIONS
TALLAHASSEE, FL

OATH OF OFFICE

(Art. II, § 5(b), Fla. Const.)

STATE OF FLORIDA

County of Miami-Dade

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

Judge of the Eleventh Judicial Circuit

(Title of Office)

On which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words "so help me God." See § 92.52, Fla. Stat.]

Sig
Signature

Sig
Sworn to and subscribed before me by means of physical presence or
online notarization, this 10 day of August, 2023.

Signature of Officer Administering Oath or of Notary Public

Spencer Eig

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced *Florida Id Card*



RAUL CHAVARRIA
Commission #GG85300
Expires March 6, 2024
Notary Public Notary Services

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: Home Office

73 West Flagler Street

Street or Post Office Box

Miami, FL 33130

City, State, Zip Code

Spencer Eig

Print Name

Signature

Exh. S

Google Maps 15020 S River Dr



Map data ©2024, Map data ©2024 20 ft



15020 S River Dr

Building



Directions



Save



Nearby



Send to
phone



Share



You visited today



15020 S River Dr, Miami, FL 33167

Filing # 149252975 E-Filed 05/10/2022 07:17:19 AM

Exhibit

Return To
Axiom Financial Services
Attn: Post Closing Dept.
16550 West Bernardo Dr., Bldg. I
San Diego, CA 92127-1870

CFN# 20050793762
DR# 23623 Pns 2231 - 2250f (2005)
RECORDED 07/29/2005 12:41:05
RTG DOC TAX 1,548.00
INTANG TAX 896.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This document was prepared by
Axiom Financial Services
10920 Stonelake Blvd Suite 350
Austin, TX 78759-5867

Pg. 1

-[Space Above This Line For Recording Data]-

MORTGAGE

NIN 100176105062733202

DEFINITIONS

Words used in multiple sections of this document are defined below, and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 26, 2005, together with all Riders to this document.
(B) "Borrower" is LEROY WILLIAMS, AN UNMARRIED MAN

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagor under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Axiom Financial Services

100176105062733

0506273320

FLORIDA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3010-101

SAFEGUARD

NOTARY

SUPERMORTGAGE FORMS, 1330-321-0231

A FREE COPY
CERTIFICATION ON LAST PAGE
HARVEY RUVIN, CLERK

Exh. 7
pg. 2

LEGAL DESCRIPTION ADDENDUM	
Borrower Name(s): LEROY WILLIAMS	Lender: Axiom Financial Services 10900 Strelake Blvd. Suite 250 Austin, TX 78759-5867
Loan #: P	
Property Address: 35020 SOUTH RIVER DRIVE MIAMI, FL 33167	
Legal Description: LOT 105, BISCAYNE GARDENS SECTION F, PART 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 45, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.	

Initials: **LW**

MIXX 100/26105062/23202
APL-6105010FF

WILLIAMS
Page 1 of 2

Date: **11/13/2024**

A TRUE COPY
CERTIFICATION ON LAST PAGE
HARVEY RUVIN, CLERK

Exh.T
Pg.3

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.
Signed, sealed and delivered in the presence of:

Carmella Robinson
Carmella Robinson

Tony Williams (Seal)
TERRY WILLIAMS
Borrower

Michele Austin-Willy
Michele Austin-Willy

8152 NORTH WEST 36 MAHON
FORT LAUDERDALE, FL 33322
(Address)

(Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Address)
Borrower

 SAIFL access

100176105062733

Page 15 of 16

0506273320

Form 3010 - 1/01

A TRUE COPY
CERTIFICATION ON LAST PAGE
HARVEY RUVIN, CLERK

Exhibit

Return To
Axiom Financial Services
Attn: Post Closing Dept.
16550 West Bernardo Dr., Bldg. 1
San Diego, CA 92127-1870

CFN#20050793767
OR# 3693 Fas 3231 - Z2501 (20pbe)
RECORDED: 07/29/2005 12:41:05
HTG DOC TAX 1,568.00
INTANG TAX 895.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This document was prepared by:
Axiom Financial Services
10900 Stonelake Blvd Suite 350
Austin, TX 78759-5867

—[Space Above This Line For Recording Data]—

MORTGAGE

MIN 100176105062733202

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 30, 2005 together with all Riders to this document.
(B) "Borrower" is LEROY WILLIAMS, AN UNMARRIED MAN

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 629-MERS.

(D) "Lender" is Axiom Financial Services.

100176105062733

.0506273320

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3010-1001

© 2004 AFI (Florida) Inc.

Reprint # 14

888 MORTGAGE/FLORIDA (888 629-1733)

A TRUE COPY
CERTIFICATION ON LAST PAGE
HARVEY RUVIN, CLERK

Exh T pg 1

Lender is a
organized and existing under the laws of the State of California
Lender's address is 10900 Stonelake Blvd Suite 350
Austin, TX 78759-5867

(E) "Note" means the promissory note signed by Borrower and dated June 30, 2005
The Note states that Borrower owes Lender four hundred forty-eight thousand and
00/100 Dollars
(U.S.\$448,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than July 1, 2035.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower [check box as applicable]

Adjustable Rate Rider Condominium Rider Second Home Rider
 Balloon Rider Planned Unit Development Rider 1-4 Family Rider
 VA Rider Biweekly Payment Rider Other(s) [specify] _____

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5), for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

190176105062733

0505273320

Form 3810-1/01

190176105062733

Form 3810-1/01

A TRUE COPY
CERTIFICATION ON LAST PAGE
HARVEY RUVIN, CLERK

Exh.T
Pg.4

STATE OF FLORIDA,

Broward

County ss:

The foregoing instrument was acknowledged before me this June 30, 2005 by
LEROY WILLIAMS, a single man

who is personally known to me or who has produced

Valid I.D./ as identification.



Notary Public

100176105062733

0506273320

08A(FL)0305.02

Page 16 of 16

Form 3010-1101

A TRUE COPY
CERTIFICATION ON LAST PAGE
HARVEY ROVIN, CLERK

Exh. U

Interest Only ADJUSTABLE RATE NOTE

(LIBOR Six-month Index (As Published In
The Wall Street Journal) — Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR A CHANGE IN MY FIXED
INTEREST RATE TO AN ADJUSTABLE INTEREST RATE AND FOR CHANGES IN
MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE
INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I
MUST PAY.

June 30, 2005

MIAMI

FL

[City]

[State]

15020 SOUTH RIVER DRIVE
MIAMI, FL 33167

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$1448,000.00 (this amount is called
"Principal"), plus interest, to the order of Lender. Lender is Axton Financial Services. I will make all
payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is
entitled to receive payments under this Note is called the "Note Holder".

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest
at a yearly rate of 6.125%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after
any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment on the 1st day of every month, beginning on August 1, 2005. Before the First
Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the
interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a
payment every month as provided below.

MNH #10017610506273202
14THNOTE, UFR

WILLIAMS
Page 1 of 2

Interest _____
Loan # _____
AH modified Fannie Mae 3530 (11/01)

F07012018

A TRUE COPY
CERTIFICATION ON LAST PAGE
HARVEY REVIN, CLERK

99-3

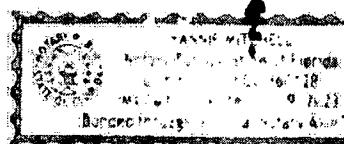
AFFIDAMENTE

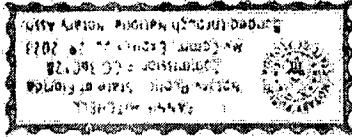
I never wrote less than on the 2nd Inst^d
Court house on Fletcher Street in Dartmouth Maine and
I witness Judge Izquierdo signs The Document to dismiss with
Prejudice on appeal of Plaintiff for the Case Number
2027-12407-CM-1 And I'm also to witness that I
Signed on the Docket Signed by Judge Izquierdo

Mark White

Mark Wells
15026 S. River dr.
Miami Fla 33167

~~x~~ Janice Mitchell
Feb. 1, 2022





222.5 (12) C.C.

1977-1978 school year

January 27, 1867
W. C. G. & Co., New York
Messrs. B. & K. Morris & Co.

700HZ 2612C 17

I think it's a different case because in the situation where I'm talking about there's a lot more going on than just the fact that the person is being charged with a crime.

17. NOV. 1971

Exh. V-19

AFFIDAVIT

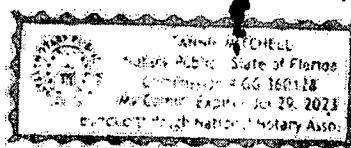
I, Maurice Symmette was there in the Dade County
Courthouse on Flagler Street in downtown Miami and
witnessed Judge Zabel Sign the Document To Dismiss
with Prejudice or Affording That ends for the Case.
Court # 12487-1992 and I witness That I signed it
on the docket. Sign Judge Zabel.

Maurice Symmette

Maurice Symmette
1525 S. Dixie Dr
Miami FL 33167

X A. Hernandez Mitchell

Feb 9, 2022



PART 2 OF THE WRIT OF REPLEVIN

ALL OF THE EXHIBITS HERE ARE NUMBERED 1-31

Exh 1A pg 1

United States District Court
Southern District of Florida
CIVIL DOCKET FOR 2024

Case No. 24-1131 Federal Jurisdiction

Plaintiff

Mark Wells

Defendant(s) or Respondent(s)

John Doe

Jane Doe

John Q. Public

Jane Q. Public

John D. Public

Jane D. Public

John S. Public

Jane S. Public

John H. Public

Jane H. Public

John M. Public

Jane M. Public

John L. Public

Jane L. Public

Plaintiff's Attorney

John Doe, Esq., 123 Main Street

Attala, MS 38601

Defendant's Attorney

Jane Doe, Esq., 456 Elm Street

Attala, MS 38601

Plaintiff's Expert Witness

John Doe, Ph.D., 123 Main Street

Attala, MS 38601

Defendant's Expert Witness

Jane Doe, Ph.D., 456 Elm Street

Attala, MS 38601

Plaintiff's Exhibit

John Doe, Exhibit A, 123 Main Street

Attala, MS 38601

Defendant's Exhibit

Jane Doe, Exhibit B, 456 Elm Street

Attala, MS 38601

Exhibit C

Exhibit D

Exh. IAPs

Pg 2

Defendant

Vernonia Davis

Defendant

Veronica Davis

Defendant

Vivianne Davis

Defendant

Edwin C. Morris

Defendant

Kevin Michael Morris

Associate Judge

Defendant

Edwin Morris

Associate Judge

Defendant

Federal Except Florida Power and Light

Defendant

Deputy Clerk of the Courts

Defendant

Maryann Davis

Department of Accounts and Finance

Defendant

Renee Davis

Department of Finance

Defendant

Charles Davis

Department of Finance

Defendant

Charlene Davis

Department of Finance

Defendant

Charlene Davis

Department of Finance

Exh. IAP3

07/14/2023

COMPLAINT against All Defendants. Filing fee \$ 402.00, filed by Plaintiff Mack Wells. (Attachments: # 1 Civil Cover Sheet, # 2 Exhibits Part 1, # 3 Exhibits Part 2 (scanned) (Entered: 07/14/2023)

07/14/2023

Clark - Notice to Filer re: Electronic Case. Case administratively closed. Selected by Filer. CASE HAS BEEN REFERRED TO CLERK FOR DISPOSITION.
13-JUL-2023 10:30 AM File Informal Case, this case is a From Lead/Defendant
Miami Judge is marked on civil cover sheet. File number is 1:24-cv-23015-SC
(scanned) (Entered: 07/14/2023)

Ex 1B

**U.S. District Court****Florida Southern - Fort Lauderdale**

Received Date: Jul 14, 2023 8:46PM

Case Services

Case No. 1:23-cv-00000

Trans. Date: Jul 14, 2023 4:15PM

CD Purpose

Case/Patty/Defendant

00

Category ID: WEB

200 Credit Card Non-Prisoner

Price	Amt
	\$30.00
	402.00

CD Tender

Amt

100

\$402.00

Total Due from to Payment

Total Transferred

\$402.00

Total Cash Received

\$402.00

Cash Change Amount

\$0.00

Comments: Please refer to your account statement for details.

Check or draft must be cashed or deposited at the bank before the funds will be available. U.S. Bank will not be liable if the check or draft has not been accepted by the bank or withdrawn by the customer.

THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT COURT OF FLORIDA

MACK WELLS and MAURICE SYMONETTE

PLAINTIFF

CASE# 24-cv-23015-SC

V.

U.S. BANK-NA. JOSE E. MARTINEZ, DISTRICT
JUDGE OF THE UNITED STATES DISTRICT COURT
DFOR THE SOUTHERN DISTRICT OF FLORIDA,
EDWARDO SANCHEZ
DEFENDANTS

NOTICE OF APPEAL

COMES NOW Maurice Symonette and Mack Wells
with notice of appeal against Judges Order
Dismissing Plaintiffs complaint with Prejudice in
violation of Fl Stat. 78. Federal Rule 12 (a)(1)(A) and
Rule 1002 and 1001. See order exh. A.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the
foresaid has been furnished by U.S. Mail to



Mack Wells

15020 S. River Dr.

Miami Fl. 33167



Maurice Symonette

15020 S. River

DRIVE Maurice Symonette

Baker Donelson
200 East Broward Blvd
Suite 2000
Fort Lauderdale, FL 33301
(954) 768-1612
Email: ccarr@bakerdonelson.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Spencer Devin Lynch
Baker, Donelson, Bearman, Caldwell and Berkowitz, PC
100 S.E. Third Avenue
Suite 1620
Fort Lauderdale, FL 33394
(954) 768-1615
Email: sleach@bakerdonelson.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

represented by Eve Alexis Cann
(See above for address)
ATTORNEY TO BE NOTICED

H. Ron Davidson
United States Attorney's Office
99 NE 4 Street
Miami, FL 33132
(305) 961-3405
Fax: (305) 536-4699
Email: h.ron.davidson@usdoj.gov
ATTORNEY TO BE NOTICED

represented by Eve Alexis Cann
(See above for address)
ATTORNEY TO BE NOTICED

H. Ron Davidson
(See above for address)
ATTORNEY TO BE NOTICED

represented by Eve Alexis Cann
(See above for address)
ATTORNEY TO BE NOTICED

H. Ron Davidson
(See above for address)
ATTORNEY TO BE NOTICED

represented by H. Ron Davidson
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Eve Alexis Cann
(See above for address)
ATTORNEY TO BE NOTICED

represented by Christopher Michael Stutier
Florida Office of the Attorney General
110 SE 6th Street
10th Floor
Fort Lauderdale, FL 33301
(954) 712-4600
Fax: (954) 527-3702
Email: christopher.stutier@myfloridalaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Eve Alexis Cann
(See above for address)
ATTORNEY TO BE NOTICED

represented by Christopher Michael Stutier
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Eve Alexis Cann
(See above for address)
ATTORNEY TO BE NOTICED

represented by Isabelle Marie Carbajales
Holland and Knight LLP
701 Brickell Ave
Unit 3300
Miami, FL 33131

Exh.5 pg1

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case Number: 24-22848-CIV-MARTINEZ

MACK WELLS and MAURICE
SYMONETTE,

Plaintiffs,

U.S. BANK, NATIONAL ASSOCIATION,
et al.

Defendants.

ORDER REMANDING CASE

THIS MATTER came before this Court on a *sua sponte* review of the record. It appears on the face of Plaintiffs Mack Wells and Maurice Symonette's *pro se* Notice of Removal, (ECF No. 1), that this Court lacks subject matter jurisdiction over this case under the Younger abstention doctrine, *Rooker-Feldman* doctrine, or both. See *Borchers v. Town of Ponce Inlet*, 405 F.3d 964, 974 (11th Cir. 2005) ("[A] federal court is obligated to inquire into subject matter jurisdiction *sua sponte* whenever it may be lacking."). This Court, therefore, remands this case.

A civil action may be removed from a state court to federal court if the federal court can exercise federal question jurisdiction under 28 U.S.C. § 1331 or diversity jurisdiction under 28 U.S.C. § 1332. See 28 U.S.C. § 1441(a); see also *Blaub T.V., Inc. v. Comcast Cable Communs. Inc.*, 182 F.3d 851, 854 (11th Cir. 1999). Diversity jurisdiction exists if (1) the parties are "citizens of different States,"⁷ and (2) "the matter in controversy exceeds the sum or value of \$75,000."⁸ 28 U.S.C. § 1332(a); see also *Williams v. Best Buy Co.*, 269 F.3d 1316, 1319 (11th Cir. 2001).

Exh 5 pg2

Granting Defendants' Motion to Dismiss 1-2, *Symonette v. Aurora Loan Servs., LLC*, No. 13-cv-
13342-HICK (S.D. Fla. July 1, 2014), ECF No. 23; Order of Dismissal 1-2, *Ward v. JP Morgan
Chase Bank, N.A.*, 11-cv-06834 (S.D. Fla. Apr. 11, 2013), ECF No. 5 (dismissing Mr. Symonette's
complaint seeking an injunction of a pending foreclosure action under Florida abstention
doctrine).

Accordingly, it is ORDERED AND ADJUDGED that:

1. This case is REMANDED to the Eleventh Judicial Circuit in and for Miami-Dade
County, Florida.

2. The Clerk of Court is DIRECTED to CLOSE this case.

DONE AND ORDERED in Chambers at Miami, Florida, this 22nd day of August, 2024.

JOSE E. MARTINEZ
UNITED STATES DISTRICT JUDGE

Copies provided to:

Mack Wells, pro se

Maurice Symonette, pro se

Case 1:24-cv-23015-SC Document 35 Entered on FLSD Docket 05/30/2024 Page 7 of 164

Exh-6 pg 1

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA
CIVIL DIVISION

Case Number: 23-22600-CIV-MARTINEZ

MACK WELLS and MAURICE SYMONETTE

Plaintiffs,

U.S. BANK NATIONAL ASSOCIATION,

Defendant.

ORDER REQUIRING BRIEFING CONCERNING THIS COURT'S JURISDICTION

THIS MATTER came before this Court on a ~~sum~~ review of the record. It appears on the face of Plaintiffs Mack Wells and Maurice Symonette's ~~pro~~ Amended Complaint to Quash Title and Fannie Mae (sic) Title Constructive Fraud with No Negligence (sic) Malice Intent (Malicious) and Violations of Federal and State Laws and Rules to Take property (sic). Because the (sic) Banks Paid Officials for it and Complain for FL Rule 9.130 to Add Claim for Punitive Damages (the "Amended Complaint") (ECF No. 6), that this Court lacks subject matter jurisdiction over this case under the Younger abstention doctrine, Rooker-Peterson doctrine, or both. See *Rothberg v. Town of Ponce Inlet*, 405 F.3d 964, 974 (11th Cir. 2005) ("[A] federal court is obliged to inquire into subject matter jurisdiction *ex parte* whenever it may be lacking.") This Court, therefore, orders Plaintiff to provide this Court with a memorandum concerning its

Generally, pro se complaints are held to a less stringent standard than formal pleadings drafted by lawyers. See *Finnigan v. United States*, 148 F.3d 1262, 1263 (11th Cir. 1998). But the lower pleading standard does not permit a court to "serve as de facto counsel for a party, or... [to] fill an otherwise deficient pleading in order to sustain an action." *G/R Int'l, Inc. v. City Of Jacksonville*, 172 F.3d 1359, 1369 (11th Cir. 1998).

Case 1:24-cv-23015-SC Document 54-1 Entered on FLSD Docket 08/20/2024 Page 20 of 24

Exh 6 pg3

court judgments." *Nicholson v. Shoff*, 303 F.3d 1266, 1268 (11th Cir. 2003). Specifically, this doctrine applies to "cases brought by state-court losers complaining of injuries caused by state court judgments rendered before the district court proceedings commenced and inviting district court review and rejection of those judgments." *Exxon Mobil Corp. v. Smith Beach Indus. Corp.*, 544 U.S. 280, 284 (2005). The test of reviewing a state court final judgment is *"res judicata, estoppel, or collateral attack,"* with, as a last resort, the United States Supreme Court's *Cavalier v. Tillman*, 355 U.S. 1218, 1261 (11th Cir. 2009). This doctrine extends not only to constitutional claims presented or adjudicated by a state court, but also to claims that are "inextricably intertwined" with a state court judgment. *Siegel v. U.S.A.*, 238 F.3d 1163, 1172 (11th Cir. 2000). "A claim is inextricably intertwined if it would 'effectively nullify' the state court judgment . . . or it 'succumbs only to the extent that the state court wrongly decided the issues.'" *Cavalier*, 358 U.S.d at 1260.

Here, the Amended Complaint is a 123-page document that stems from a final judgment state court case (identified in the 279-page exhibit attached to the Amended Complaint) bearing case number 2007-012407-C-A-01 in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the "State Court Case"). (See, e.g., Am. Compl. Ex. 1, ECF No. 1512, at 1.) The State Court Case concerns the foreclosure of real property in Miami, Florida, located on 15020 S. River Dr., Miami, FL 33167 (the "Property"). (See *id.* at 7.) From what this Court was able to discern by the incoherent and rambling allegations in the Amended Complaint, each Defendant was – as Plaintiffs allege – involved in some way in an elaborate scheme to defraud Plaintiffs or otherwise wrongfully take the Property from Plaintiffs through the State Court Case.

Therefore, after perusing the Amended Complaint and its attachment, it appears this Court does not have jurisdiction over this case under the Younger abstention doctrine, *Rooker-Feldman* doctrine, or both, because any form of relief this Court could grant Plaintiffs would require this

Case 1:24-cv-23015-SC Document 35 Entered on FLSD Docket 11/13/2024 Page 119 of 164

Exh 6 pg 4

Court to (A) dismiss an ongoing state court proceeding, in which Plaintiff(s) are alleging an inadequate opportunity to raise their constitutional challenges, involving the foreclosure of real property, which implicates an important state interest, *Williams v. Am. Home Mortg. Corp.*, No. 13-23240-CIV-ZLDO (Fla. 2013 WL 1228072, at *2-3 (S.D. Fla. Mar. 26, 2013)) (1) makes a finding that the foreclosure action at issue was incorrectly decided, *see* *Castro*, 538 U.S. at 1269; or (B) both.

This Court notes that this is not the first time Mr. Wells or Mr. Symonette have attempted to seek a federal court's review of a foreclosure action in Florida state court. See, *App. Williams*, 2013 WL 1228472, at *5 (S.D. Fla. Nov. 20, 2013) (recommending that Mr. Symonette's complaint seeking a stay of a foreclosure action be dismissed under Foman's abstention doctrine); Order 2, *Symonette v. Deutsche Bank Nat'l Tr. Co.*, No. 19-cv-62132-MORENO (S.D. Fla. Aug. 22, 2019) (dismissing Mr. Symonette's complaint challenging foreclosure action under Rocker-Feldman doctrine); Order Dismissing Case 1-2, *McNeal v. U.S. Bank Nat'l Ass'n*, p. No. 19-22303-CIV (S.D. Fla. July 2, 2019), ECF No. 3 (dismissing Mr. Symonette's complaint seeking review of a foreclosure action as an impermissible shotgun pleading and under Rocker-Feldman doctrine); Order 2-3, *Symonette v. Indy Mac Banc.*, No. 18-23615-CIV-ALTONAGA (S.D. Fla. Sept. 9, 2018), ECF No. 4 (dismissing Mr. Wells and Mr. Symonette's complaint challenging a foreclosure action as a sprawling shotgun pleading); Order Dismissing Case 1-2, *Martini v. Wells Fargo Bank, F.A.*, No. 17-22478-CIV-MORENO (S.D. Fla. Aug. 14, 2019), ECF No. 3 (dismissing Mr. Symonette's complaint challenging a foreclosure action under Rocker-Feldman doctrine); Order Granting Defendants' Motion to Dismiss 1-2, *Symonette v. Aurora Loan Servs., LLC*, No. 13-CV-23142-HUCK (S.D. Fla. July 1, 2014), ECF No. 25; Order of Dismissal 1-2, *Ward v. JP Morgan Chase Bank*, No. 13-cv-60314 (S.D. Fla. Apr. 11, 2013), ECF No. 5 (dismissing Mr. Symonette's

Case 1:23-cv-22640-JEM Document 54-1 Entered on FLSD Docket 05/30/2022 Page 14 of 31
Case 1:23-cv-24150-MD Document 18 Entered on FLSD Docket 02/26/2024 Page 1 of 8
Exhibit 1

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NUMBER: 1:23-cv-24150-MD

SAMUEL LEE SMITH JR.

Plaintiff

JOSEPH A. MARTINEZ

Defendant

PLAINTIFF'S MOTION FOR A PRELIMINARY INJUNCTION AND TRIAL
BY JURY AND NOTWAFFLING AND FOR AN ORDER DIRECTING DEFENDANT TO
DISCLOSE DOCUMENTS AND INFORMATION AND RECEIVING
ADVICE FROM ATTORNEY

IN THE MATTER OF: *Exhibit 1*

Plaintiff v. Defendant, Case No. 1:23-cv-24150-MD

Motion for Preliminary Injunction

Plaintiff's Motion for Preliminary Injunction

Case 1:22-cv-22640-JHE Document 64-1 Entered on FLSD Docket 05/30/2024
Case 1:23-cv-24150-MD Document 18 Entered on FLSD Docket 08/20/2024 Page 6 of 6

Exhibit 8-Z

1-19-2025

All pretrial motions and memoranda of law must be filed. Each party is limited to filing a single motion in limine, which may not, without leave of Court, exceed the 20-page limit allowed by the Rules.

1-27-2025

Joint Pretrial Stipulation must be filed.

2-18-2025

Proposed jury instructions and/or proposed findings of fact and conclusions of law must be filed.

3-19-2025

Proposed voir dire questions must be filed.

Failure to comply with this or any order of this Court, the Local Rules, or any other applicable rule may result in sanctions, including dismissal without prejudice or the entry of a default, without further notice.

It is the duty of all counsel and pro se litigants to ensure the timetable set forth here to ensure an expeditious resolution of this matter.

DOING AND ORDERED in Chambers of Miami, Florida, this 26th day of February, 2024.

Copies provided to:
Magistrate Judge Sanchez
All Counsel of Record

Jose P. Martinez
JOSE P. MARTINEZ
UNITED STATES DISTRICT JUDGE

169
169
169

Case 1:23-cv-22540-JEM Document 64-1 Entered on FLSD Docket 05/30/2023 Page 2 of 2
Case 1:24-cv-23015-SC Document 14 Entered on FLSD Docket 02/06/2024 Page 2 of 2 *Exhibit pg. 2*

Desire of the Court that all Guarria hearings be conducted as close to the time of arraignment as possible.

8. Counsel are DIRECTED to:

a. IMMEDIATELY, upon receipt of this Order, notify with the Court's Courtroom Deputy the necessity of an interpreter for the Defendant(s) and

b. At least twenty-four (24) hours prior to any hearing or trial, notify the Court, if an interpreter is required, including the stage of the trial at which an interpreter will be necessary.

If defense counsel notifies that a sentencing hearing will take more than thirty (30) minutes, the Court's Courtroom Deputy should be advised no later than five (5) days prior to the hearing.

10. Failure to comply with this or any Order of this Court, the Local Rules, or any other procedure rule SHALL result in sanctions or other appropriate actions. It is the duty of all counsel to enforce the timetable set forth herein in order to insure an expeditious resolution of this cause.

DONE AND ORDERED at Chambers in Miami, Florida, this 16th day of February 2024.

Jose E. Martinez
JOSE E. MARTINEZ
UNITED STATES DISTRICT JUDGE

Copies provided to:
Magistrate Judge
All Counsel of Record

Case 1:24-cv-23015-SC Document 543 Entered on FLSD Docket 03/08/2024

Exhibit 10

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
ABOUT MIAMI COUNTY, FLORIDA

CIVIL JURISDICTION DIVISION

Case No. 24-0007-XXXX-X

April 1, 2016

Barry Williams
Petitioner

ORDER OF DISMISSAL WITH PREJUDICE

The action was filed on the defendant's name, Barry Williams, for lack of prosecution served on April 1, 2016. The court finds that (1) notice prescribed by rule 1.42(e); notice of the foregoing order; (3) stay has been issued or approved by the court and (4) the party has shown good cause why this action should remain pending. Accordingly,

IT IS ORDERED that this action is dismissed for lack of Prosecution with Prejudice.
COURT AND ORDERED in chambers at Miami, Dade County, Florida this 31st day of
March, 2016.

APR 06 2016 APR 06 2016

CIRCUIT COURT JUDGE

VALERIE MANNO SCHURR
CIRCUIT COURT JUDGE

2024-03-08 11:41:02 CFN-201002371-0000002010124717 Pg 1 of 1 Mia-Dade Ct, FL

Digitized by srujanika@gmail.com

Case 1:24-cv-23015-SC Document 54-3 Entered on FLSD Docket 05/30/2024 Page 126 of 164
Exhibit 12

FLORIDA DEPARTMENT OF STATE
REGISTRATION OF MAIL
REGISTRATION NUMBER
EXPIRATION DATE
REGISTRATION EXPIRED

2024-05-24

[REDACTED]
TO THE ATTENTION OF THE AIR FORCE BASE POLICE
Attention to whom U.S. AIR FORCE BASE
To whom reported BASE SECURITY
Reporting officer PERSONNEL TRAVEL DRIVE IN
The place where

To: Bureau

The FBI has received information which indicates that the subject, a U.S. AIR FORCE BASE POLICE OFFICER, was present at the AIR FORCE BASE, MIAMI, Florida, during the period of time from January 1, 1970, through April 1, 1970. The subject is described as follows: [REDACTED] The subject is approximately five feet four inches tall, weighs 165 pounds, has brown hair, brown eyes, and is of average build.

On or about the date the subject was present at the AIR FORCE BASE, MIAMI, Florida, he was observed to be carrying a .38 caliber revolver. The subject was also observed to be wearing a dark blue shirt, dark blue pants, and a dark blue cap.

The subject is described as follows: [REDACTED] The subject is approximately five feet four inches tall, weighs 165 pounds, has brown hair, brown eyes, and is of average build. The subject is described as being a member of the AIR FORCE BASE POLICE and is described as being a member of the AIR FORCE BASE SECURITY. The subject is described as being a member of the AIR FORCE BASE PERSONNEL TRAVEL DRIVE IN.

On or about the date the subject was present at the AIR FORCE BASE, MIAMI, Florida, he was observed to be carrying a .38 caliber revolver. The subject was also observed to be wearing a dark blue shirt, dark blue pants, and a dark blue cap. The subject was also observed to be wearing a dark blue cap. The subject was also observed to be wearing a dark blue cap.

File Number: 605-100

HELLO LETTER

Case 1:23-cv-22640-JEM Document 541 Entered on FLSD Docket 05/30/2024 Page 21 of 31

Ezh B pg. 1

Case 1:23-cv-22640-JEM Document 6-1 Entered on FLSD Docket 05/30/2024

Exhibit 14

FILED 11/13/2024 10:01 AM BY CLERK OF COURT

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

JUDGE: *Valerie R. Mauro Schur*

MAURICE SYMONETTE

Plaintiff

U.S. BANK NATIONAL ASSOCIATION (TMS) et al

Defendant(s)

ORDER OF RELEIF

THIS CAUSE, now before the Court and Judge, and the Court being fully advised
premises, it is hereby:

ORDERED AND ADJUDGED

1. That the undersigned (Judge) and Clerk hereby issue the following injunction
of this case.

This case shall be reassigned to another section of the Circuit Court Division by the established procedures.

DONE and ORDERED in Chambers at Miami-Dade County, Florida, on this 13th day
January, 2024.

Valerie R. Mauro Schur

CIRCUIT COURT JUDGE

Florida Bar # 100-10000

Exh B pg. 1

UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF FLORIDA

U.S. BANK NATIONAL ASSOCIATION
AS TRUSTEE FOR RASC
2005 AHL3, OR U.S. BANK NA.

Plaintiffs,

v.

MACK WELLS and MAURICE SYMONETTE

Defendants.

NO.

MIAMI DADE COUNTY, FLORIDA
Eleventh Circuit Court of Dade
County, Florida CASE NO. 2010-
61928-CA01

NOTICE OF REMOVAL
[28 USC 1441, 1432, 1446(a and d)]
[FLORIDA RULE OF JUDICIAL
ADMINISTRATION 450]

15020 SOUTH RIVER
DRIVE MIAMI DADE COUNTY
FLORIDA 33167

NOTICE OF REMOVAL

TO THE CLERK OF THE ABOVE-TITLED COURT, AND TO ALL PARTIES AND
THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §§ 1331, 1332, 1441(a), 1442, and 1446,
DEFENDANTS MACK WELLS AND MAURICE SYMONETTE NOTICE OF REMOVAL

INTRODUCTION

1. Plaintiff filed a Complaint in the Circuit Court of the Eleventh Circuit, State of Florida, on

December 6, 2010. (A true, complete and correct copy of the Plaintiff's Complaint is attached hereto as Defendants' Exh. 5a.) The same case, with the same principal parties and

issues, by the same plaintiff, is currently before this Court as Case No. 2010-61928-CA01.

Case 1:23-cv-22640-JEM Document 64-1 Entered on FLSD Docket 06/05/2024 Page 25 of 25

Exh18pg2

WHEREFORE, WHEREFORE, MR. MACK WELLS AND MAURICE SYMONETTE,
MOVES THIS ACTION FROM THE ELEVENTH CIRCUIT COURT OF DADE
COUNTY FLORIDA BEARING CIVIL CASE NO. 2010-6198-CAGI TO THIS COURT
PURSUANT TO 28 U.S.C. §§ 1331, and 1333. Defendant, MACK WELLS AND MAURICE
SYMONETTE, "Prayer for Relief", 13. Under 28 U.S.C. § 1331(a), venue of the removed
action is proper in this Court as a district or division embracing the place where the suit
CASE IS PROPERLY REMOVABLE TO FEDERAL COURT BECAUSE IT
INVOLVES A CONTROVERSY BETWEEN CITIZENS OF DIFFERENT STATES AND
AN AMOUNT IN CONTROVERSY THAT EXCEEDS \$75,000, EXCLUSIVE OF
INTEREST AND COSTS. SEE U.S.C. §§ 1332, 1331, AND 1333. Venue is proper to
division in accordance with 28 U.S.C. §2 respectfully requests that this Honorable Court
exercise jurisdiction over this matter. Dated: July 6th, 2023. Respectfully submitted.
Defendants have consented to and join in the removal of the State Court Action. The written
consent and joinder of all other defendants is attached to this Notice. BX-4.

Dated: Miami, Florida
June 29th 23.


MACK WELLS
15020 S. RIVER DR.
MIAMI, FL 33167


MAURICE SYMONETTE
15020 S. RIVER DR.
MIAMI, FL 33167

6:47



100%

Exh 18

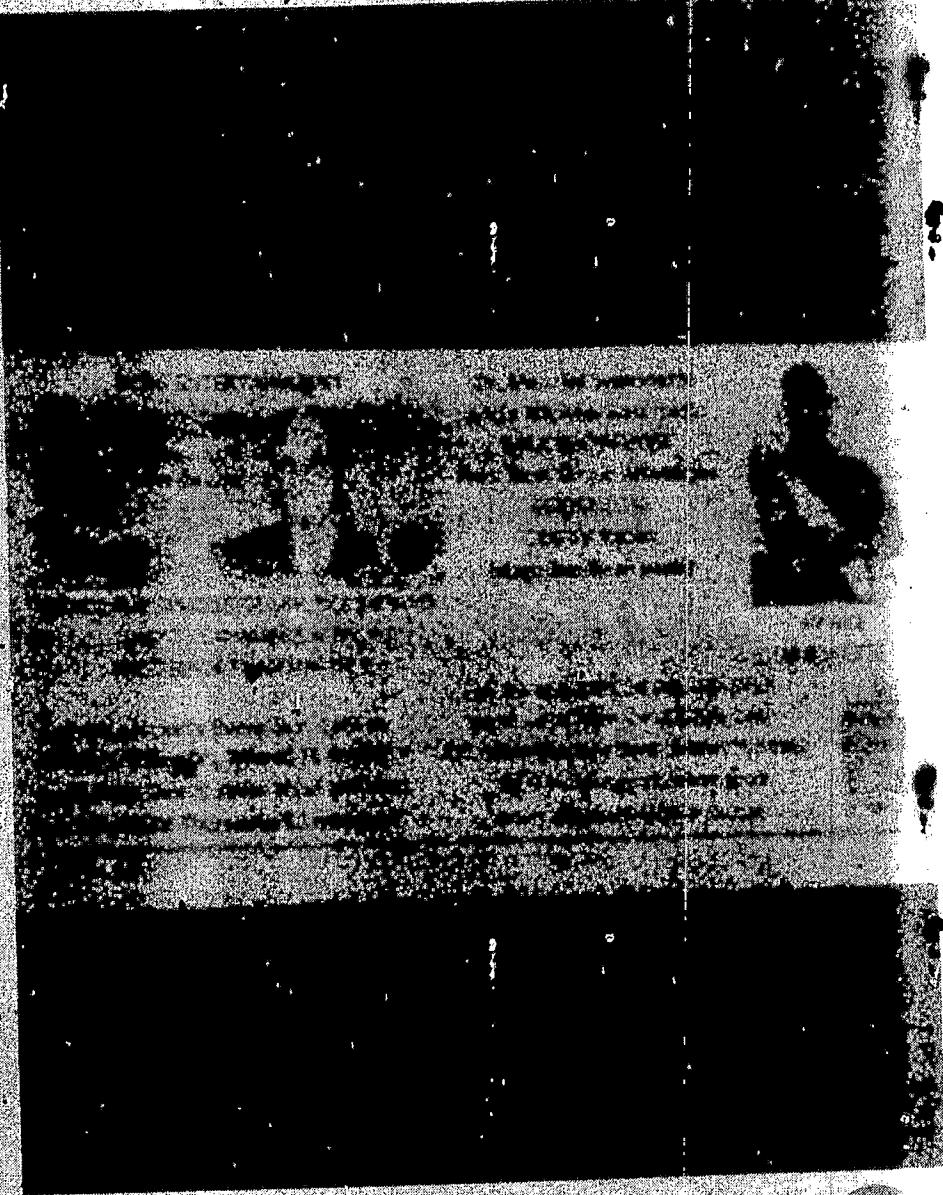
February 22, 2023

Edit

8:44 AM

Sep 27, 2013

be in ATL for BET AWARDS sat-monday if ur
re then call Maurice BigBoss, 7868599421

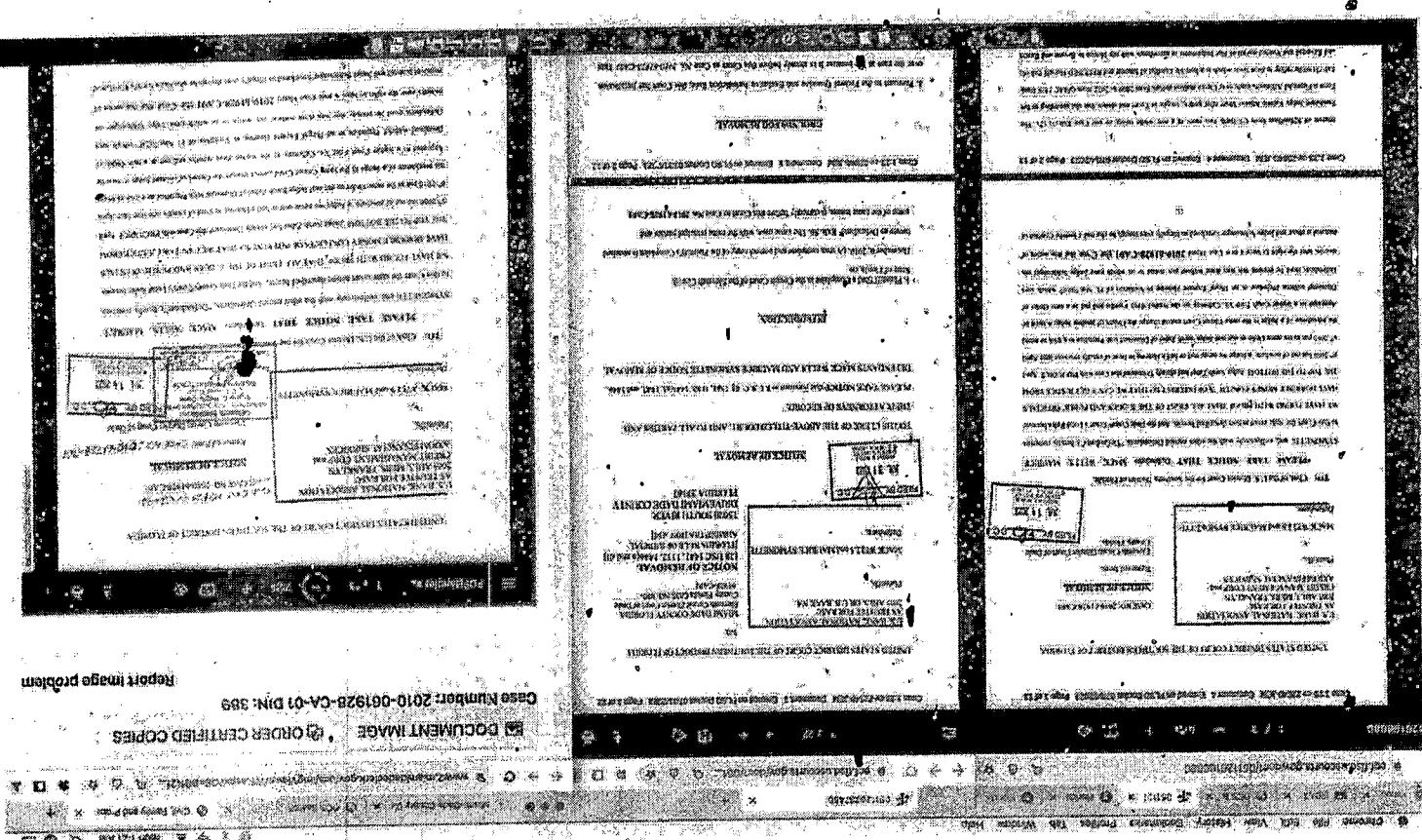


Like

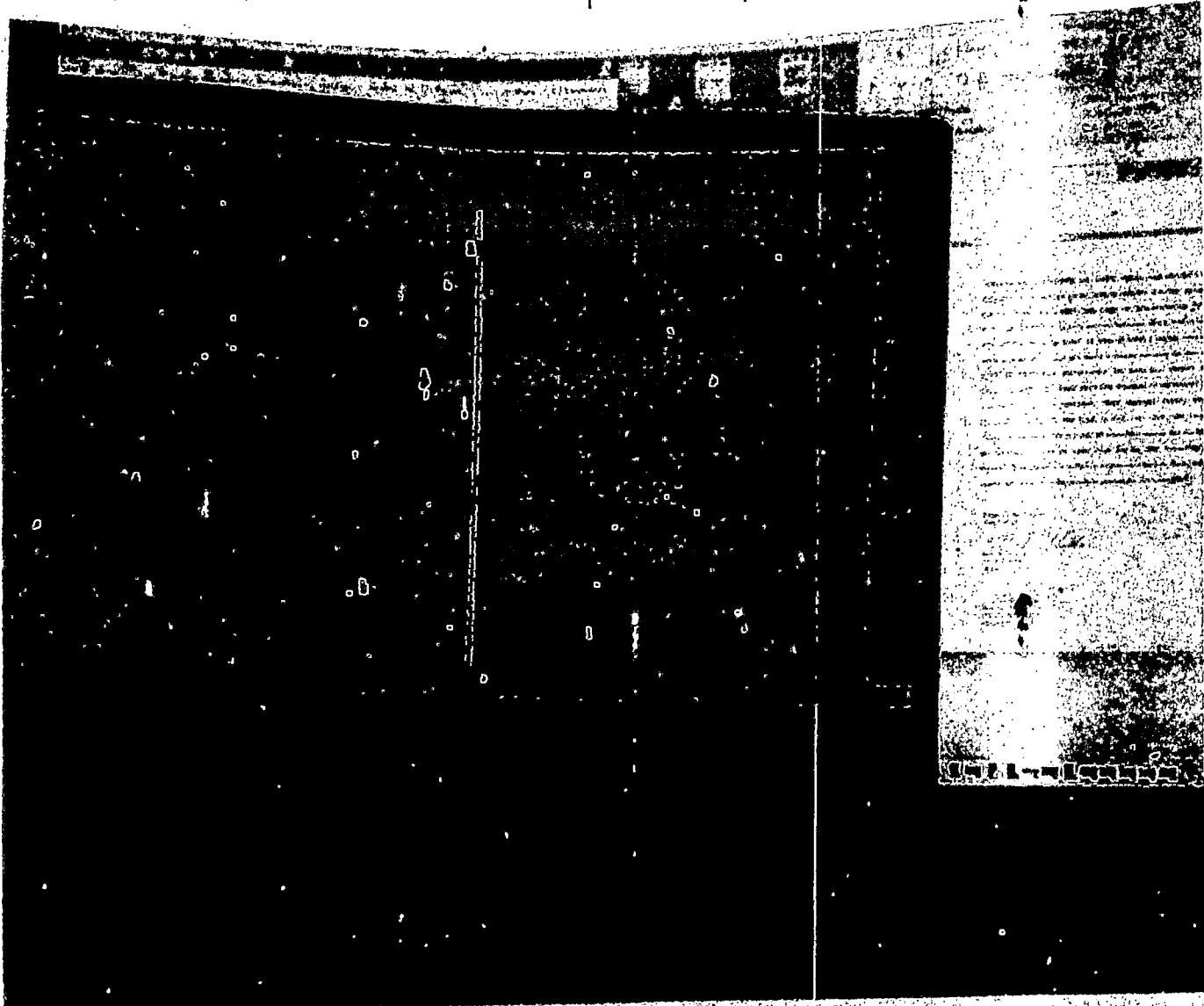
Comment

Share





Case 1:23-cv-22640-JEM Document 54-1 Entered on FLSD Docket 05/30/2024 Page 27 of 81 pg. 2



UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF FLORIDA.

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT, IN AND
FOR MIAMI-DADE COUNTY, FLORIDA
US BANK NATIONAL ASSOCIATION
AS TRUSTEE FOR RANCHEZ
Plaintiff,

COURT CASE NO:
2010-61928-CAB1
23-CV-22648-JEM

MACK L. WELLS AND
MAURICE SYMONETTE

Defendant

Clerk of the Circuit Court — Miami-Dade County
Dade County Courthouse
73 West Flagler Street
Miami, Florida 33120

To:

In compliance with 28 U.S.C. § 1446(d), you are hereby notified of the filing of a Notice
of Removal of the above-styled cause to the United States District Court for the Southern District of
Florida, Miami Division, a copy of which is attached hereto.

Dated this 31st day of JULY 2023.

Respectfully submitted,


MACK WELLS
15020 S. RIVER DR.
MIAMI FL 33167


MAURICE SYMONETTE
15020 S. RIVER DR.
MIAMI FL 33167

Case 1:23-cr

33/30/2024

Aug 29 2013
Edu - 2

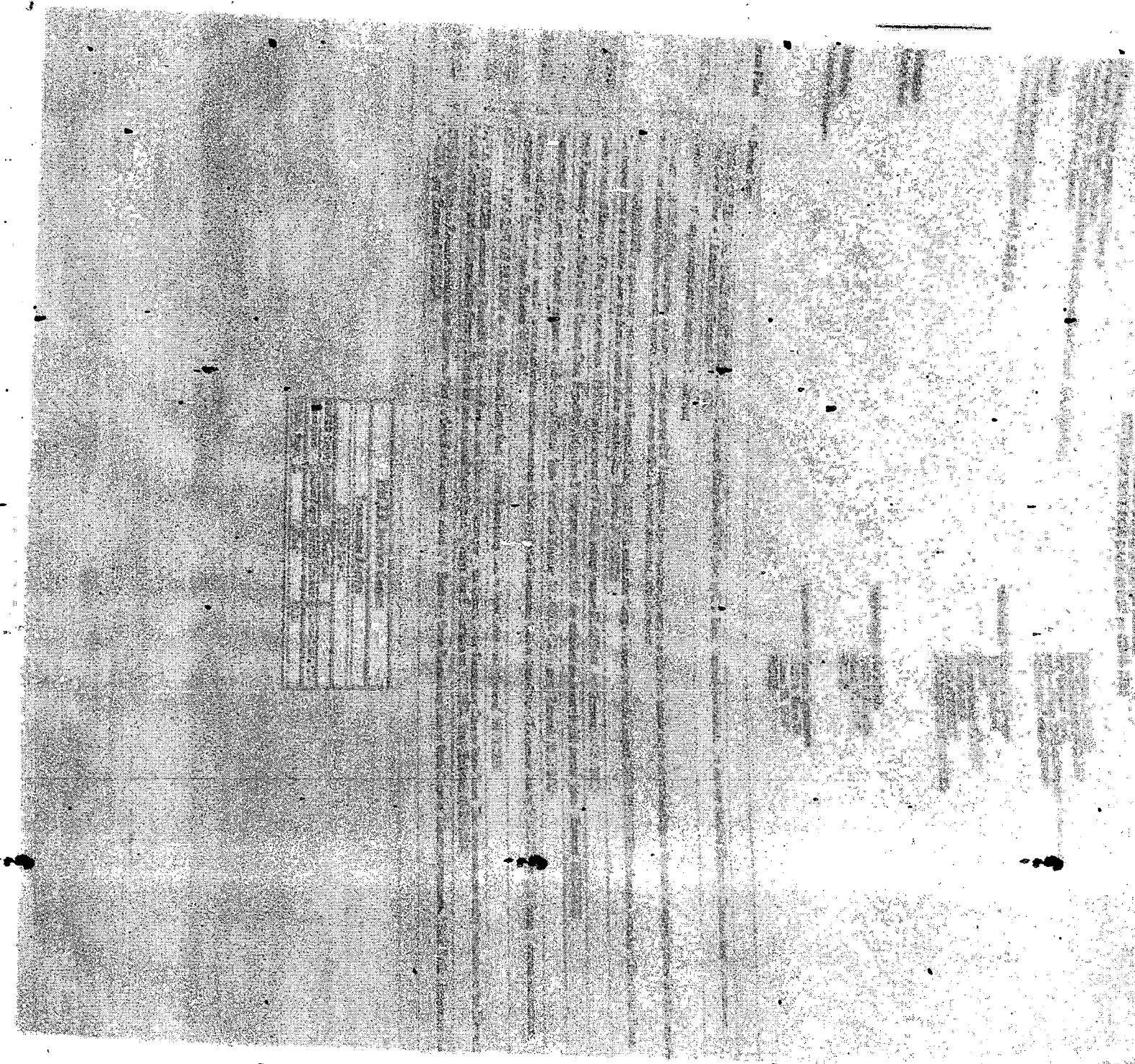
100-27-204

This is an
example
because U.S. law
is trying to
protect our

THE UNIVERSITY OF TORONTO LIBRARY SYSTEM

Dear Sirs, Please accept my thanks for your kind letter and I hope you will be able to give me some information as to the following:-

Section 18(b) provides as follows:



2024 Page 51 of 31

Exhibit 22

**JUAN FERNANDEZ-BARQUIN, ESO-
DIRECTOR OF THE COMET AND CONFRONTATION
MUSEUM IN BARCELONA.**

CIVIL, FAMILY AND PROBATE COURTS ONLINE SYSTEM

SUPPLEMENTARY FRONT MATTER OF THE PLAYING-PARTS OF THE
MUSICAL INSTRUMENTS AND PICTORIAL SUBJECTS.

Case 1:23-cv-22640-JEM

Entered 05/30/2024

Page 31 of 33

Exh. 23

Exh. 39.

CFN 2012R0182835
 DR.BK 28033 Pg. 1695f (1pg)
 RECORDED 03/13/2012 16:05:04
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA
 LAST PAGE

CORRECTIVE ASSIGNMENT OF MORTGAGE

MERS phone number: 1-888-679-6377
 MRY: 100176105062733202

SPACE FOR RECORDING ONLY F 10051160

FOR VALUE RECEIVED, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR AXIOM FINANCIAL SERVICES, ("Assignor") whose address is P.O. Box 2026, Flint, MI 48501, assigned, transferred and conveyed to, U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005AHL3, ("Assignee"), whose address is 1100 Virginia Drive, Fort Washington, PA 19034, its successors and/or assigns, all of the right, title, and interest of Assignor in and to that certain Mortgage (the "Mortgage") dated June 30, 2005, and recorded July 29, 2005, in Official Records Book 23623, at Page 323, of the public records of MIAMI-DADE County, Florida, encumbering the following described real property:

LOT 105, BISCAYNE GARDENS SECTION F PART I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGE 46, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

as the same may have been amended from time to time.

The purpose of this Corrective Assignment of Mortgage is to correct the Assignment of Mortgage recorded on 11/20/2008 at 09:41:11 in 2008R0941616, of the official records of Miami-Dade County, Florida, by Harvey Ruvin, Clerk of Court.

*Changed to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR AXIOM FINANCIAL SERVICES as MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR HOMECOMINGS FINANCIAL LLC is not a valid entity.

MORTGAGOR(S): LEROY WILLIAMS

Feb 14 IN WITNESS WHEREOF, Assignor has executed and delivered this instrument on 2012.

By: 
 Print Name: Jacqueline Keeley
 Title: Vice President

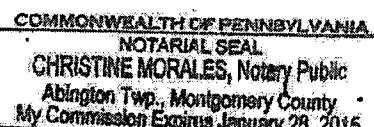
STATE OF Pennsylvania
 COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 14 day of Feb, 2012 by Jacqueline Keeley for and on behalf of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED AS NOMINEE FOR AXIOM FINANCIAL SERVICES who is personally known to me.

Christine Morales
 Notary Public

My commission expires: 1/28/2015

Recording requested by, prepared under the supervision of and return to:
 Ken Porter
 Florida Default Law Group, P.L.
 P.O. Box 25018
 Tampa, Florida 33622-5018
 F10051160-GMAC MORTGAGE, LLC



[INSERTDOC "M900105.RC" KEEP_FONTE]

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
 REC'D. SERIALIZED INDEXED
 FLORENCE M. PIERRE, Clerk of Circuit Court
 FEB 17 2012
 F 10051160
 FLORENCE M. PIERRE, Clerk of Circuit Court
 FEB 17 2012
 F 10051160

Exh. 4D-1

JURAT

State of _____

Subscribed and Affirmed

County of _____

On October 16, 2022 before me, (notary public) personally appeared Wesley J. Jarvis () personally known to me or I proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to above and acknowledged to me that he executed the same in his authorized capacity.

I now affix my signature and official seal to these affirmations.

(Signature)

Notary Public State of _____

Seal:

My Commission Expires: _____



Exh. 40-21

AFFIDAVIT OF FACT

STATE: OHIO
COUNTY: FAIRFIELD

The undersigned, Wesley Jarvis, Trustee for CUSIPONI Trust, hereby states and confirms that he is of legal age and competent to state on belief and personal knowledge that the facts set forth herein, as duly noted below are true, correct, complete and presented in good faith, establish that:

1. The CUSIP numbers attached for LEROY WILLIAMS, for an account bearing number 1001-6405062-33202, were searched through independent databases, confirmed with trading desks, and at least one interest was confirmed as per the reports issued and attached as a result.

2. The Fund Manager, or other custodian(s) of the accounts of the fund(s) may have access to internal records indicating detailed data about the percentage of interest held for the account of LEROY WILLIAMS.

3. More than one fund may have an interest in the accounts of LEROY WILLIAMS.

FURTHER AFFIANT SAYETH NOT.

Signed and sealed this 3rd day of November, in the Year of our Lord, two thousand twenty-two (2022).

All Rights Reserved.
For WESLEY JARVIS

Wesley J. Jarvis, Trustee

Exh. 40-3

Your CUSIP Results are as follows:

LEROY WILLIAMS (ACCT 100176105062733202 [MIN])
Fidelity Advisor Strategic Real Return Fund

Symbol: FSRAX
CUSIP: 315912873

Inception Date:	9/7/2005
Net Assets:	\$462,624,000.00 as of 12/3/2021
Portfolio Assets:	\$462,624,000.00 as of 12/3/2021

A little about the Fund:

Fidelity Strategic Real Return Fund seeks real return consistent with reasonable investment risk by investing in domestic and foreign issuers using a neutral mix of approximately 30% of inflation-protected debt securities, 25% floating-rate loans and 20% REITs and other real estate related investments.

FAKE Homecomings Dept.

Exh. 41

- **NO Internal USE ONLY, NOT a Broadcast Message**
- **NO Internal USE ONLY, NOT a Broadcast Message**

TRANSFORM
NPR

SURVEY OF FINANCIAL MARKET TRANSACTION HISTORY

卷之三

CODE: 0000000000000000	NAME: JAMES KELLY	POOL: C2000511 INV: 109-0000000000000000	TYPE: C3-60 CONVENTION STATUS: R TOP SECRET	REGS: 193-03	REGSP: 0000000000000000	REGSP-DATE: 0000-00-00	REGSP-PERIOD: 0000-00-00
PHONE: 0000000000000000		REGS: 20 40 PPN: 0000000000000000	MAIL: PO BOX 222692	REGSP: 0000000000000000	REGSP-MAX: 0000-00-00	REGSP-FROM: 0000-00-00	REGSP-TO: 0000-00-00
EMAIL: 0000000000000000				SPN/PNS: 0000000000000000	SPNSP: 0000000000000000	SPNSP-DATE: 0000-00-00	SPNSP-PERIOD: 0000-00-00
MAIL: 0000000000000000				INT: 00 00 12/01/06	END: 0000000000000000	END-DATE: 0000-00-00	END-PERIOD: 0000-00-00
BLKZ: 00 00000000000000		Hollywood	FL: 2302000000000000	REC'D: 0000000000000000	SUSP: 0000000000000000	SUSP-DATE: 0000-00-00	SUSP-PERIOD: 0000-00-00
					END: 0000000000000000		

REF ID	DATE	CODE	DESCRIPTION	NEXT TRANS.			TOTAL AMOUNT	PRINCIPAL	INTEREST	BALANCE	AFFILIATE	SUSPENSE	LAST FEE
				DUEDATE	PRINCIPAL	ESCRW							
10 10/22/05 00 1021 LOAN TRANSFER S/F C REF#	10/22/05		1021 LOAN TRANSFER	11/05	448000.00	.00	448000.00	448000.00	.00	00	00	00	00
11 10/22/05 0055 CLO TWR 943/C206511 S/F IN REF#	10/22/05		0055 CLO TWR 943/C206511	11/05	.00	.00	448000.00	448000.00	.00	00	00	00	00
12 10/22/05 6198 NEW 104 415203009311 S/F IN REF#	10/22/05		6198 NEW 104 415203009311	11/05	448000.00	.00	448000.00	448000.00	.00	00	00	00	00
13 10/22/05 1439 Extra Charge S/F C REF#	10/22/05		1439 Extra Charge	11/05	448000.00	.00	214.33	.00	.00	00	00	00	00
14 10/26/05 2664 Non Cash Fee Adj S/F C REF#	10/26/05		2664 Non Cash Fee Adj	11/05	448000.00	.00	214.33	.00	.00	00	00	00	00
15 11/15/05 1325 ENT-MISD SUSP S/F C REF#	11/15/05		1325 ENT-MISD SUSP	11/05	448000.00	.00	2286.67	.00	.00	00	00	2286.67	PE
16 11/15/05 2012 MISD ADJ S/F C REF#	11/15/05		2012 MISD ADJ	11/05	448000.00	.00	2286.67	.00	.00	00	00	2286.67	PE
17 11/28/05 02 PAYMENT Days since last Paymt on: 10/31/2005 S/F C REF#	11/28/05		PAYMENT	12/05	448000.00	.00	2286.67	.00	2286.67	.00	00	00	00
				29			Batch# 1120SUS2		IPT Dt: 11/01/05				
18 12/05/05 1499 Speed Draft Fee S/F C REF#	12/05/05		1499 Speed Draft Fee	12/05	448000.00	.00	8.99	.00	.00	.00	.00	8.99	PE
19 12/06/05 02 PAYMENT Days since last Paymt on: 11/28/2005 S/F C REF#	12/06/05		PAYMENT	1/06	448000.00	.00	2286.67	.00	2286.67	.00	00	00	00
				0			Batch# 1206ACHS		IPT Dt: 12/01/05				
20 12/06/05 1407 Speed Draft Fee S/F C REF#	12/06/05		1407 Speed Draft Fee	1/06	448000.00	.00	8.99	.00	.00	.00	.00	8.99	PE
21 1/05/06 1499 Speed Draft Fee S/F C REF#	1/05/06		1499 Speed Draft Fee	1/06	448000.00	.00	8.99	.00	.00	.00	.00	8.99	PE
22 1/05/06 02 PAYMENT Days since last Paymt on: 12/06/2005 S/F C REF#	1/05/06		PAYMENT	2/06	448000.00	.00	2286.67	.00	2286.67	.00	00	00	00
				30			Batch# 0105A0HS		IPT Dt: 1/01/06				
23 1/05/06 1407 Speed draft Fee S/F C REF#	1/05/06		1407 Speed draft Fee	2/06	448000.00	.00	8.99	.00	.00	.00	.00	8.99	PE
24 2/13/06 1499 Speed Draft Fee S/F C REF#	2/13/06		1499 Speed Draft Fee	2/06	448000.00	.00	8.99	.00	.00	.00	.00	8.99	PE
25 2/13/06 02 PAYMENT Days since last paymt on: 01/05/2006 S/F C REF#	2/13/06		PAYMENT	3/06	448000.00	.00	2286.67	.00	2286.67	.00	00	00	00
				31			Batch# 0213ACHS		IPT Dt: 2/01/06				
26 2/13/06 1407 Speed Draft Fee Effective date: 2/11/06 S/F C . REF#	2/13/06		1407 Speed Draft Fee	3/06	448000.00	.00	8.99	.00	.00	.00	.00	8.99	PE
27 3/07/06 1499 Speed Draft Fee	3/07/06		1499 Speed Draft Fee	3/06	448000.00	.00	8.99	.00	.00	.00	.00	8.99	PE

IT EX (7) 1

Case No. 10-6192Y-6
HARVEY RUVIN
Clerk Circuit Court.

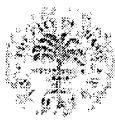
A TREASURY
OF USEFUL BOOKS FOR
HARVARD LIBRARIES.

Exh. 4

City of Miami, Florida

From: Tomas Regalado
To:

Subject: Re: American Gala Awards



MAY 26, 2016

President of Haiti
Honorable Michel J. Martelly

Dear Mr. President

We were recently informed that you have been invited to attend the American Gala Awards (AGA) scheduled for Jan. 29th-31st, 2016 at the City of Miami. We were delighted to hear that Mr. Maurice Symonette had extended you an invitation, and the City of Miami is hopeful that you will accept.

As mentioned on the invitation letter, this event will serve our military veterans specifically in helping them acquire meaningful employment and access to healthcare. The AGA organizers are committed to helping raise funds and awareness to ensure that our military veterans have access to the services most needed to allow for a smooth transition from military service to civilian life.

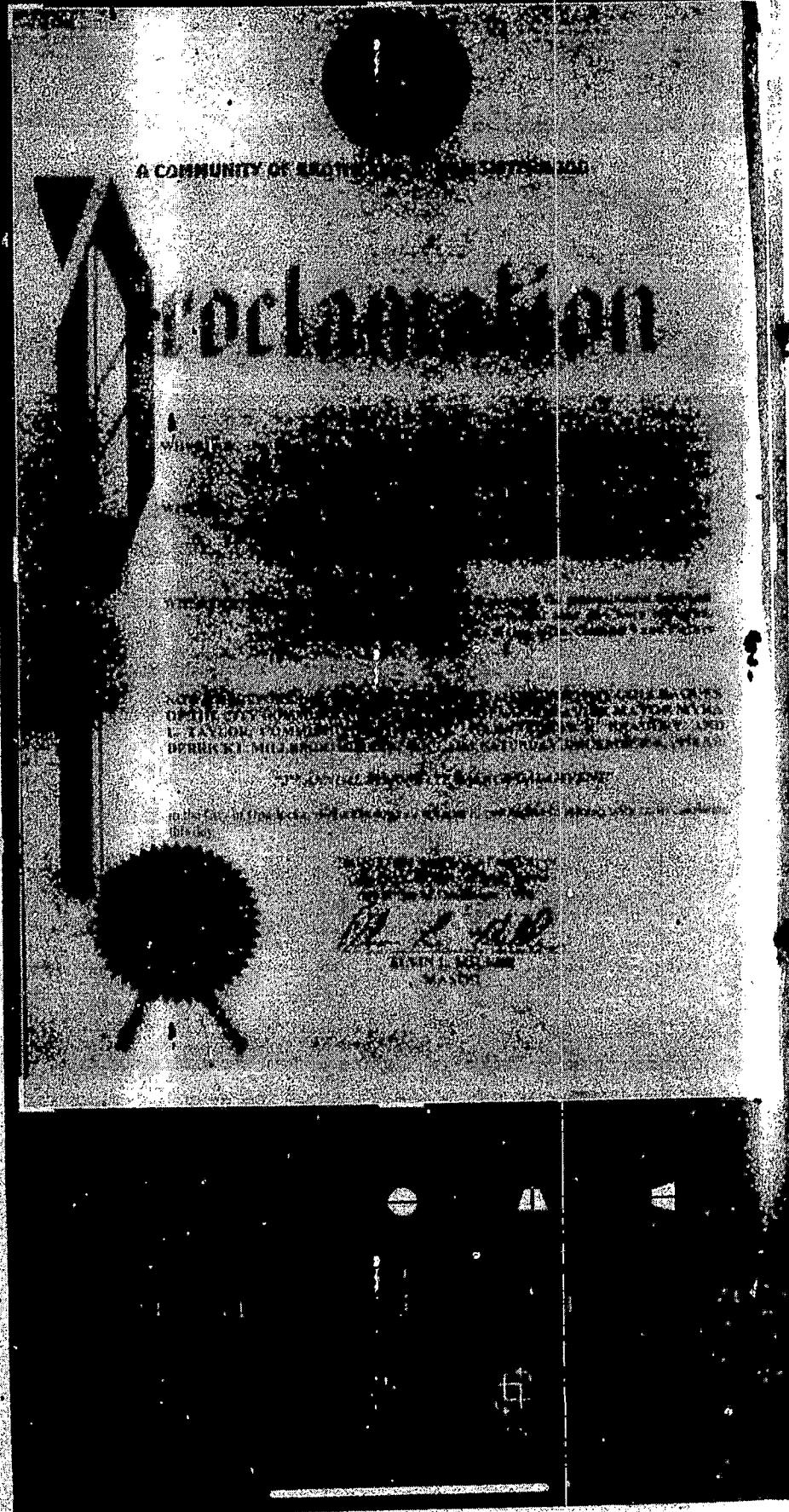
On behalf of the Mayor of the City of Miami, Tomas Regalado, and our citizens we welcome your attendance and hope that we can meet at the American Gala Awards.

Sincerely,

LtCol Antonio Colmenares USMC (Ret)
Director, Veterans Services Office
City of Miami, Office of the Mayor

cc:
Mayor Tomas Regalado

Exh 44



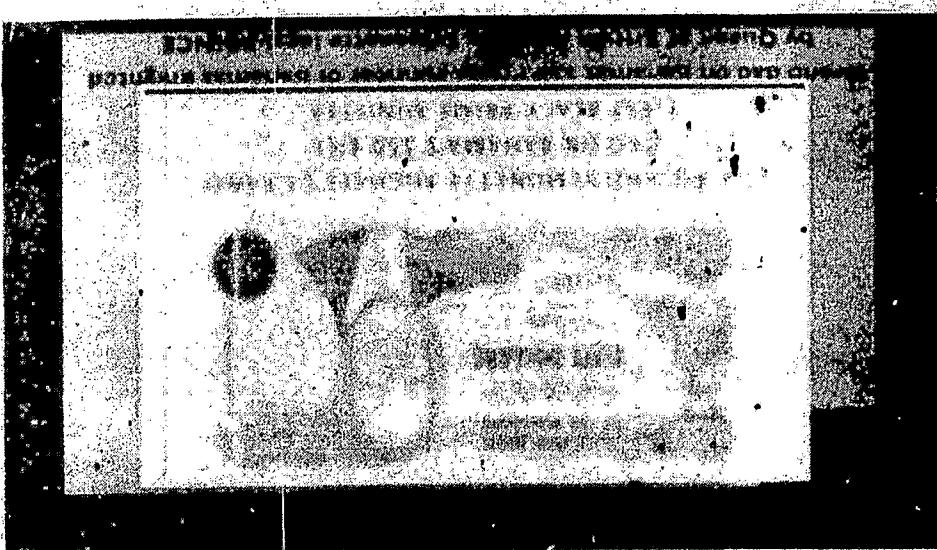
6:52

February 21, 2023
5:20PM

Edit

Exh 45





HDR

8:13 AM

February 22, 2023

6:48

E-A-H

6:40

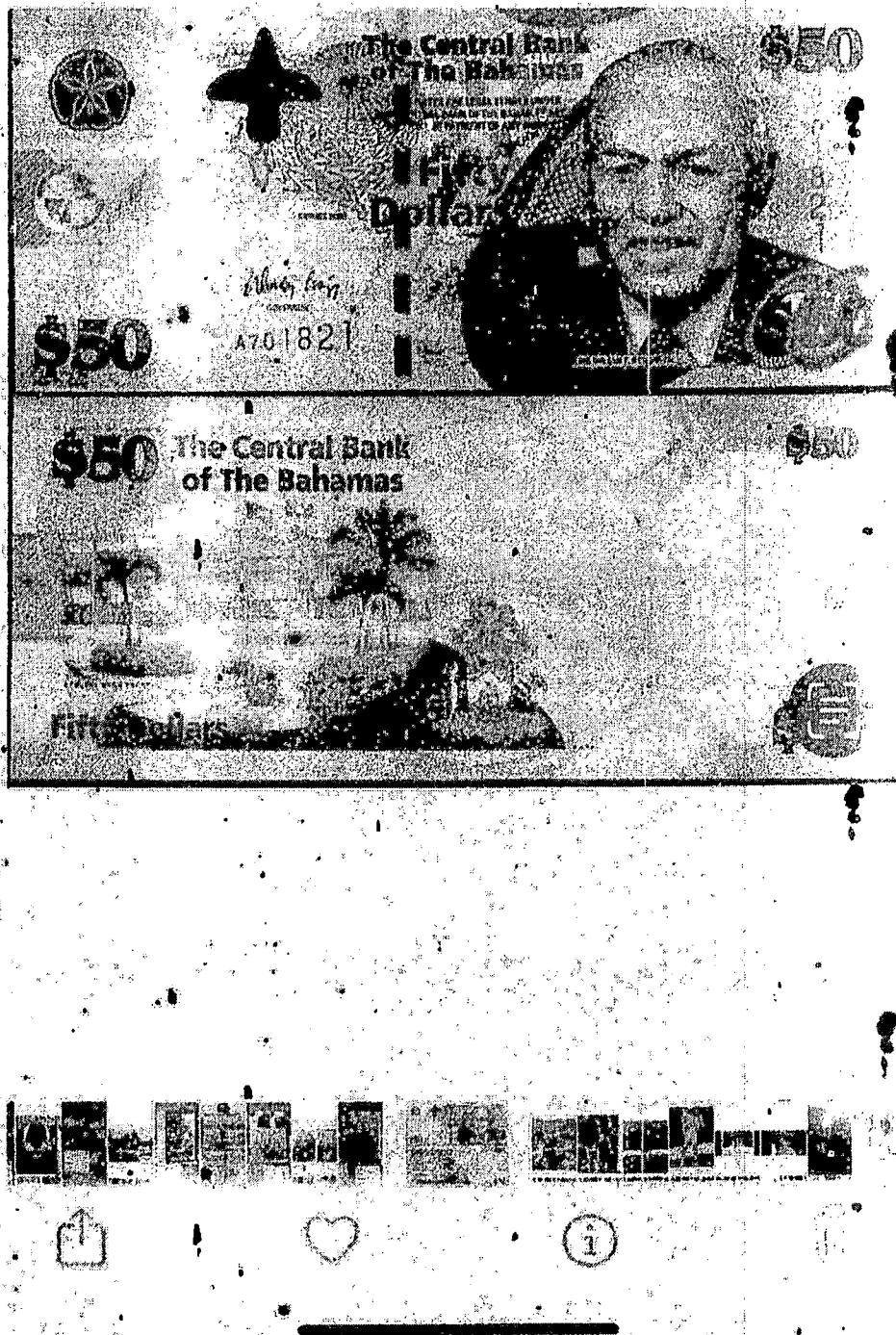


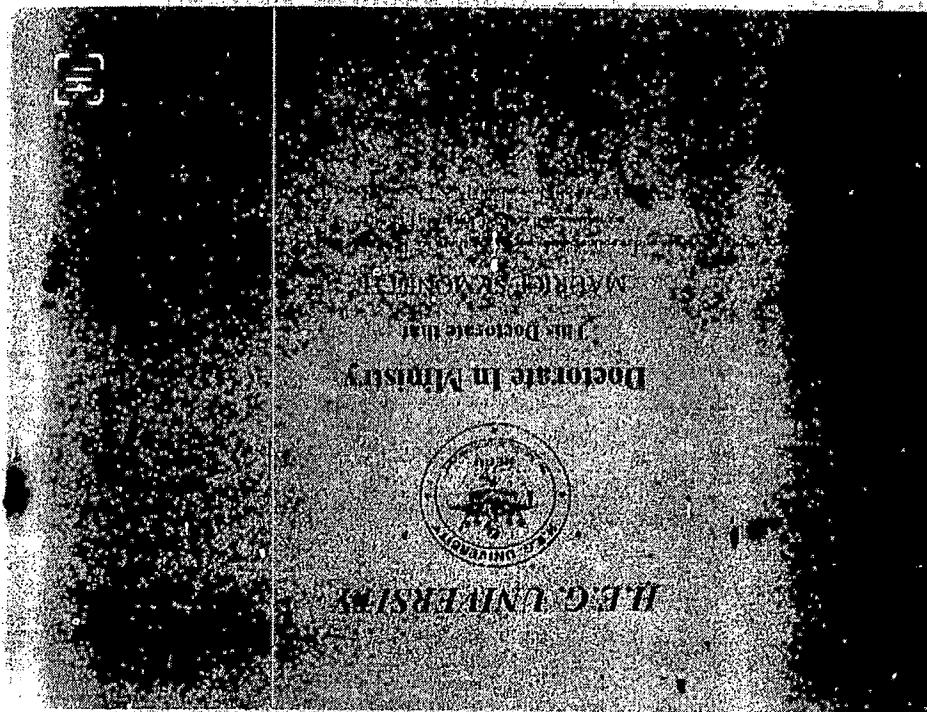
Exh.4

December 9, 2023

5:30AM

Edit





8:21PM

January 4

Edt

66

6:30

IN THE ELEVENTH JUDICIAL CIRCUIT COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

LOT 105, BISCAYNE GARDENS SECTION "F" PART 1, ACCORDING TO THE PLAT THEREOF,
RECORDED IN PLAT BOOK 44, PAGE 46, OF PUBLIC RECORDS OF MIAMI DADE COUNTY,
FLORIDA

(2) A statement that the plaintiff is the owner of the claimed property or is entitled to possession of it, describing the source of such title or right. If the plaintiff's interest in such property is based on a written instrument, a copy of said instrument must be attached to the complaint. The property which is the subject matter of this action is situated in the County of Dade, State of Florida, and described as follows: 15020 South River Dr. Miami Fl. 33167 that Leroy Williams owned, Exh. T. 1-4. Leroy Williams Quit Claimed it to James Littlejohn, that Leroy Williams and Hoke Williams, Exh. P1. 1 & 2 01/18/13. and they Quit Claimed it to Maurice Symonette by Quick Claim 01/22/2013, Exh. P2. pg. 1 & 2. According to the Quit Claim Deed before the first Lis Pendens was filed without a Complaint being filed (See Docket case# 2007-12407-CA01 which is the same as case# 2010-61928-CA01 according to US Banks Memorandum Exh. L. pg. 1 & 2. Even though the Bonafide Notarized Quit Claim Deed was not Recorded it still is good because recording it is not required to be binding according to Florida Statute 695.01 (2) that Quit Claim was before the fake Lis Pendens done Illegally without a Complaint see Docket filed 04/30/07 in case# 2007-12407-CA01 pg.1 lines 1-5. And the Second Recorded Quit Claim Deed dated 01/18/2013 to Boss Group Ministries Inc. Exh.P1. pg. 1 & 2. Which was Quit Claimed Deeded 01/26/2013 to Maurice Symonette and Mack Wells, Exh. P3 pg. 1 & 2. which was before the second Amended Complaint from U.S. Bank was Filed and approved by Judge Schlesinger see

IN THE ELEVENTH JUDICIAL CIRCUIT COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Docket 2010-61928-CA01 dated 01/13/2015 which by then they knew that the record showed that Boss Group Ministries Inc. was the owner of the property 15020 S. River Dr. Miami Florida Statues 702.01 (A1) (1) which was in a dispute between me and my brothers who are and were the owners of the property but signed it over to Boss Group Ministries Inc. Exh. P1, pg. 1&2 Who had since have done a Bonafide (Notarized) Quit Claim Deed to Maurice Symonette Signed by Maurice Symonette the President of Boss Group Ministries Inc. See Exh. P2, Pg. 1&2 Which means that I Maurice Symonette has a Claim and a Cause of Action against U.S. Bank NA who was noticed of my Claim on the Dade County Records which was before their publication of Foreclosure which by law would have stopped my Claim but the law says if they are notices up to 30 days after publication of the Foreclosure that the claim is still Good Fl. Statutes sub section 73a3.702 (1), and 733.2121 (3)(a) and 733.701 and cause of action with and all of this confusion is because U.S. Bank trickery.

(3) A statement that the property is wrongfully detained by the defendant, the means by which the defendant came into possession thereof, and the cause of such detention according to the best knowledge, information, and belief of the plaintiff. Exh.P1 pg.1 & 2. The Quit Claim Deed filed Jan.18th, 2013 shows that the property was owned by the Brothers and then signed over to Boss Group Ministries. Exh. P1 pg.1 & 2. Then Boss Group Ministries Quit Claimed it to Maurice Symonette Jan.22, 2013, Exh. P2, pg.1 & 2 And then Maurice Symonette Quit Claimed it to Maurice Symonette, Mack Wells and Curtis Mcneal Exh. P3 pg.1 & 2.

IN THE ELEVENTH JUDICIAL CIRCUIT COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

(4) A statement that the claimed property has not been taken under execution of attachment against the property of the plaintiff or if so taken that is by law exempt from such taking or for a tax, assessment, or fine pursuant to law. We Swear that the Property has not been taken under execution of attachment or tax, assessment, or fine. It was a Fraudulent Foreclosure.

**WE ATTEST THAT WE ATTEST THAT ALL FACTS SUBMITTED HEREIN ARE
TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND ON OUR OWN
ACCORD.**

On 04/07/2007, Mortgage Foreclosure was filed and was dismissed with Prejudice by Judge Sarah Zabel on 04/07/2009, Exh. A. in front of witnesses, Exh. V1, V2, and V3 and on our same case #2007-12407-CA01 dated 04/07/10 A year later illegally Judge Valarie Manno Schurr Dismissed the same Case with Prejudice again Deceptively for the same exact same reason, which was due to lack of prosecution 04/07/2011, Exh. B., Judge Valerie Manno Schurr entered order entered on 04/07/2010, all this fraud was done to avoid ILLEGALLY changing Circuit Judge Sarah Zabel's Order by Her Circuit Judge Valarie M. Schurr in violation of Ford v. Calloway, Which says no Circuit Judge can change another Circuit Judge's Order in the same Circuit Court U.S. Bank's only Remedy was to Appeal to Appellate Judges within Thirty Days and they didn't. But then three months later and We have proof that Judge Valerie Manno Schurr conducted hearings and rulings in an ex parte, meaning we were not present when the

IN THE ELEVENTH JUDICIAL CIRCUIT COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

illegally because only Defendants can have Ex Parte hearings. or you're in Violation of Fl. Stat. 702.07 Nor were we given notice. Nor had any knowledge of those hearings. See Exh.

C. We have proof that after Judge Valerie Manno Schurr illegal void orders were forged with Judge Schurr's Signature an entered on the docket by U.S. Bank's Atty's as whispered to them by her at the zoom hearing that she thought was muted, see: on USB or Gods2.com Vid. 1. Then the Plaintiffs' Attys filed an illegal fraud foreclosure six months later conspiring with criminal acts of Organized Fraud where property is valued at more than \$50,000. See Exh. E.

We have administrative orders from 2008 through 2011, showing Chief Judge Joe Brown never appointed Valerie Manno Schurr over our case that was already closed. See Exh. D.

7. We have proof that Judge Valarie Marino Schurr never entered and signed the orders in this

5. CASE. SEE GODS2.COM VIDEO #1. OR USB SUBMITTED AS EVIDENCE.

9. We have proof that the evidence was presented to Judge Valarie Manno Schurr and once she reviewed the evidence, she recused herself from our case. Exh. G.

IN THE ELEVENTH JUDICIAL CIRCUIT COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

We have proof within the order recusing Judge Valarie Manno Schurr, where Judge Valarie Manno Schurr signed and dated her Recusal order and her signature is different from the signatures rendered on her orders of dismissal with prejudice and dismissal without prejudice. Exh. B, C and G. We have proof that Plaintiff's lawyers took and forged our dismissal with prejudice that Judge Sarah Zabel had us to prepare where we personally witnessed her sign our order in her chambers, and the judge signed a duplicate copy for us to keep as a receipt and she had the bailiff to put it on the docket and we have the docket showing that it was placed on the docket April 7th, 2009. We have three witness affidavits to prove this took place. See Exh. V1, V2 and V3.

We have proof of the original order Dismissing our case with prejudice In 2009. Exh. A. The ultimate proof of fraud will be the evidence of the fonts used to draft our document are typed different for example the word Defendant(s) in the first line of their paragraph from their LIS PENDENS the letter **D** is capitalize and the letter **s** is in parenthesis (s)-Defendant(s), the professional Attorney's way, Exh. M.

IN THE ELEVENTH JUDICIAL CIRCUIT COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

In our Dismissal with Prejudice that we prepared and gave to Judge Zabel to sign, we wrote our word Defendants with no Parenthesis for the letter s and the D is not Capitalized on the first line of the paragraph in our motion of Dismissal with Prejudice. Example ours is written defendants, Exh. B. In our ORDER OF DISMISSAL WITH PREJUDICE the defendant's Leroy William's name is in lowercase letters but in U.S. Bank's Docketed Documents every time they typed and styled their typed Case the Defendant's name like **LEROY WILLIAMS** is always in **BOLD** letters and in full **CAPITAL** Letters, Exh. M. and N. as opposed to our written Document, Exh. B. The fonts the Plaintiff's attorneys used to duplicate the dismissal with prejudice by taking Judge Sarah Zabel's name off and placing Judge Valerie Manno Schurr's signature on the forged fraudulent dismissal with prejudice. The printed name of Judge Sarah Zabel's name was also taken off and Plaintiffs attorney used a stamped and stamped to the side of the signature of Valarie Marino Schurr. Which is in violation of Florida Statute Chapter 695.26 (1)(c) stating the name is to be printed directly under the signature. Exh. A. We have proof that there was never an original Complaint Filed with the original allonge, note, mortgage and assignment see Docket Case#2007-12407-CA01 line numbers 1-5 we also have proof that when the second Complaint was filed in 2010 it is an extention of the 2007 case where there was no certification or Authorization filed by U.S. Bank see Case#2010-61928-CA01 Docket lines 1-10 in violation of Fl. Stat 702.015 (3)(4) Exh. I. case filed with the certification as required by Fl. Stat. 702.015 (3)&(4). See Exh. I." We have proof that Judge Valarie M. Schurr got financial benefit from GMAC the servicer of US Bank for \$995,000.00,

IN THE ELEVENTH JUDICIAL CIRCUIT COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

which creates a Horrible conflict of interest. This proves motive and conspiracy as to the involvement with our case. See Exh. J and O" We have a recorded Virtual Zoom hearing as evidence to Judge Valerie Schurr's involvement. See USB evidence submitted. Will be provided Monday. See USB. We were defrauded by the Mortgage company by making payments to Axiom Bank two months after they foreclosed, whereas proving they had no Jurisdiction to foreclose our property because payment was made. And we were never given notice of foreclosure. See Exhibit "K".

We have proof that the 2007 case is the exact same case as the 2010 case or an extension of the 2007 case up until this date as proof from Plaintiff's Attorneys Memorandum of Law, see Exh. L. Also the Clerk of Court said we never filed an Objection to Sale in the first paragraph second & third Line of the Clerk's issuance of the Certificate of Title., in the Docket line #446, Exh. X. and that's wrong because we did 3 Objections to the Sale as seen on the Docket in Lines 404, 406 & line 407 and even had an Objection to Sale hearing as seen in Line 424 of the 2010 Docket in case # 2010-61928-CA01. So the Clerk did Fraud to speed up the Writ of Possession process to steal our property as you can hear in Symonette's telephone talk with Dade County Eviction Sheriff Flabio A. Quiroz who put a 24 hour notice on gate even though we had a 28 USC § 1446 (d) (b) Federal Notice of Removal Stay which stops all State actions but he lied and said that that federal Law does not exist anymore since four years ago but that law was updated

IN THE ELEVENTH JUDICIAL CIRCUIT COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Jan. 24th 2024 as the same Federal stay as always so they violated the Federal Stay illegally, as did the Manager of the Sheriffs Dept. Jennifer who committed a 3rd Degree Felony when they refused us and our Process Server Serving the Eviction Sheriff so that they can claim that know that there was a Stay from Exh. Y1 and Y2. the Federal Notice of Removal, the Color of Law Complaint and the Writ of Replevin Complaint from us and our Process Server, E because they knew it would stop their illegal Eviction which We as Defendants and now Counter-Plaintiffs obtained a Police report to initiate charges for Conspiracy to commit Organized Fraud Florida Statute Chapter 817.034, Official Misconduct 838.022, Violation of Oath of Office, Misprision and Treason. See Exh. Q. the Police Report Case Number PD240614188594.

All departments, agencies, and Sheriff Office were given a Demand within this affidavit to Cease and Desist while Operating Under Color of Law to execute any Writ of Possession, any Orders for foreclosure, any Orders for Eviction due to DEPRIVATION OF RIGHTS, CONSPIRACY AGAINST RIGHTS, CRIMES AGAINST HUMANITY, VIOLATION OF OATHS OF OFFICE, DERELICTION OF DUTY, MISPRISION OF FELONY, MISPRISION, TREASON, ORGANIZED FRAUD, FORGERY AND CONSPIRACY ALL UNDER R.I.C.O.

FACTS

WE HAVE A NOTICE OF REMOVAL STAY THAT HAS BEEN VIOLATED BY U.S. BANK

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

U.S Bank (na),
Plaintiff(s) / Petitioner(s)
VS.
Williams, Leroy, et al.
Defendant(s) / Respondents(s)

GENERAL JURISDICTION DIVISION
Case No. 2010-061926-CA-01
Section Section, CA 11
Doc Stamps: \$466.80
Surtax: \$0.00
Consideration: \$77,600.00

CERTIFICATE OF TITLE

The undersigned clerk of the court certifies that a Certificate of Sale was executed and filed in this action on October 19, 2023, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Miami-Dade County, Florida:

LOT 105, BISCAYNE GARDENS SECTION "F" PART 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 46, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Property address: 15020 South River Drive, Miami, FL 33167

was sold to:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR RESIDENTIAL ASSET SECURITIES CORPORATION, HOME EQUITY MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-AHL3 C/O PHH MORTGAGE CORPORATION
1661 Worthington Road, Suite 100
West Palm Beach, FL, 33409

WITNESS my hand and the seal of this court on April 24, 2024.



Juan Fernandez-Barquin

Juan Fernandez-Barquin, Clerk of the Court and Comptroller
Miami-Dade County, Florida

RETURN OF SERVICE

UNITED STATES DISTRICT COURT
Southern District of Florida

Case Number 28USC1446(B)(D)

Plaintiff

Mack Wells and Maurice Symonette

v/s

Defendant.

U.S. Bank National Association as Trustee For RASC AHL, MERS,
Franklyn Credit Management Corp and Axiom Financial Services

FCC:

Mehwish Yousuf
Brock & Stolt, Pllc
2001 Nw 64th St
Suite 130
Ft Lauderdale, FL 33309



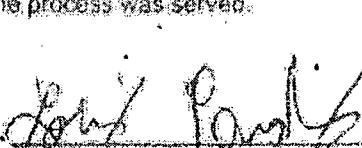
JGS2024006248

Received by COURTESY FLORIDA PROCESS SERVERS on the 20th day of June, 2024 at 3:00 pm to be served on Miami-Dade Police Department Court Services Bureau, 801 Nw 1st Court, 9th Floor, Miami, FL 33136.

I, LOUIS PARDO, do hereby affirm that on the 20th day of June, 2024 at 3:50 pm, I

served a GOVERNMENT AGENCY by delivering a true copy of the Notice of Filing, Notice of Removal, Service List, Writ of Replevin/Order to Show Cause For Fraud upon the Court by the Judge and Clerk of Court, Motion to Stay and Objection to Writ of Possession based on Fraud Upon the court committed by Judge Spencer Eig and the Clerk of Court Certified Mail: 9589 0710 5276 1994896615 with the date and hour of service endorsed thereon by me, to: Jade Fulton as Court Support Specialist for Miami-Dade Police Department Court Services Bureau, and informed said person of the contents therein, in compliance with State Statutes.

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served.


LOUIS PARDO
CPS #2511

COURTESY FLORIDA PROCESS SERVERS
Payment Center
P.O. Box 40-3621
Miami Beach, FL 33140
(888) 319-2265

Our Job Serial Number: JGS-2024006248

Exh. 1

+1 (786) 239-6536

Got it

Mon, Jun 24 at 8:48 PM

Shreiff Return.pdf

pdf

PDF Document - 142

KB

18805 NW 27th ave - Miami
Florida

Wed, Jun 26 at 12:38 PM

I spoke to Angie (records court technician) They refuse to take the documents at the sheriff office.

Bureau of Compliance and
Public Corruption Unit
18805 NW 27 Avenue

Ok

View/Print Label

1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialogue box that appears. Note: If your browser does not support this function, select Print from the File menu to print the label.

2. Fold the printed label at the solid line below. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. GETTING YOUR SHIPMENT TO UPS

Customers with a scheduled Pickup

- o Your driver will pickup your shipment(s) as usual.

Customers without a scheduled Pickup

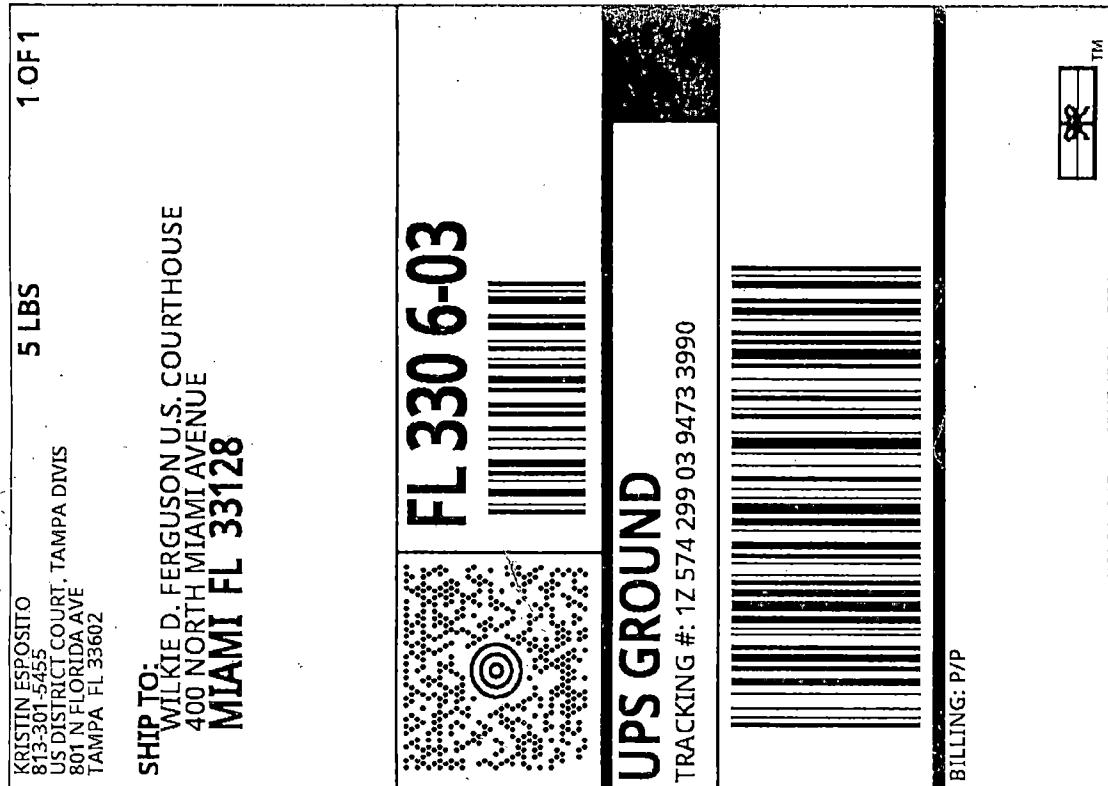
- o Schedule a Pickup on ups.com to have a UPS driver pickup all of your packages.
- o Take your package to any location of The UPS Store®, UPS Access Point™ location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. To find the location nearest you, please visit the 'Locations' Quick link at ups.com.

UPS Access Point™
CVS STORE # 4181
220 E MADISON ST
TAMPA FL 33602-4825

UPS Access Point™
THE UPS STORE
503 E JACKSON ST
TAMPA FL 33602-4904

UPS Access Point™
THE UPS STORE
107 N 11TH ST
TAMPA FL 33602-4242

FOLD HERE



JAMES BUCKMAN
(786) 344-0499
THE UPS STORE #7573
335 NE 167TH ST.
NORTH MIAMI BEA FL 33162-2304

4 LBS 1 OF 1
SHP WT: 4 LBS
DATE: 04 NOV 2024

SHIP TAMPA FEDERAL COURT
TO: 801 N FLORIDA AVE

TAMPA FL 33602-3849

FL 336-9-03

UPS NEXT DAY AIR

TRACKING #: 1Z C1G 874 01 8075 0393



BILLING: P/P



SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. When allowed by law, customs purposes, if exported from the US, shipper certifies that the commodity, technology or software
Regulations. Diversion contrary to law is prohibited.

TAMPA FEDERAL COURT
801 N FLORIDA AVE
TAMPA FL 33602

P: BLUE \$: 271 I: IN
160 - 1074
1ZC1G874018076 0393 1030
RFF9PU FL1BBS09UDC NOV 5 07:10:15 2024
US 3361 HIP 24.3.1 ZTn1R